BYLAWS
LOCAL 812

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CUPE | Canadian Union of Public Employees

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TABLE OF CONTENTS

INTRODUCTION 1
SECTION 1 – NAME 1
SECTION 2 – OBJECTIVES 1
SECTION 3 – REFERENCES 2
SECTION 4 – MEMBERSHIP 2
SECTION 5 – AFFILIATIONS 3
SECTION 6 – MEMBERSHIP MEETINGS 3
SECTION 7 – OFFICERS 5
SECTION 8 – EXECUTIVE BOARD 5
SECTION 9 – DUTIES OF OFFICERS 6
SECTION 10 – NOMINATIONS, ELECTION AND INSTALLATION OF OFFICERS 10
SECTION 11 – FEES, DUES AND ASSESSMENTS 13
SECTION 12 – NON-PAYMENT OF DUES AND ASSESSMENTS 13
SECTION 13 – EXPENDITURES 13
SECTION 14 – HONORARIUM 14
SECTION 15 – DELEGATES TO CONFERENCES, CONVENTIONS, EDUCATIONALS, FULL DAY EVENTS AND MEETINGS 15
SECTION 16 – COMMITTEES 17
SECTION 17 – COMPLAINTS AND TRIALS 18
SECTION 18 – RULES OF ORDER 18
SECTION 19 – AMENDMENTS 18
APPENDIX “A” – CUPE NATIONAL EQUALITY STATEMENT 20
APPENDIX “B” – CODE OF CONDUCT 21
APPENDIX “C” – RULES OF ORDER 23
APPENDIX “D” 26

INTRODUCTION

Local 812 of the Canadian Union of Public Employees has been formed to:

- Improve the social and economic well-being of all of its members;
- Promote equality for all members and to oppose all types of harassment and discrimination;
- Promote the efficiency of public services; and
- Express its belief in the unity of organized labour.

The following Bylaws are adopted by Local 812 in accordance with the CUPE National Constitution, to protect the rights of all members, to provide for responsible governance of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

(Article 13.3 and Appendix B.5.1)

CUPE chartered organizations shall respect and apply the CUPE National Equality Statement to all of the chartered organizations' activities. The CUPE National Equality Statement can be found in Appendix A to these Bylaws.

CUPE chartered organizations may also wish to adopt a Local Union Code of Conduct that would apply to membership meetings and other functions organized by the chartered organization. The Local Union Code of Conduct can be found in Appendix B to these Bylaws.

SECTION 1 – NAME

The name of this Local Union shall be Canadian Union of Public Employees, Local 812.

Local 812 consists of the following bargaining units:

Crowsnest Pass Senior Housing

The Municipality of Crowsnest Pass

SECTION 2 – OBJECTIVES

The objectives of Local 812 are to:

(a) Secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members;

(b) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;

(c) Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers;

(d) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears;

(e) Establish strong working relationships with the public we serve and the communities in which we work and live; and

(f) Support CUPE in reaching all of the goals set out in Article II of the CUPE National Constitution.

SECTION 3 – REFERENCES

Numbers of articles at the end of sections or sub-sections in this document refer to relevant articles of the CUPE National Constitution which should be read together with these Bylaws.

SECTION 4 – MEMBERSHIP

(a) Membership

An individual employed within the jurisdiction of Local 812 can apply for membership in Local 812 by signing an application.

(Appendix B.8.1)

(b) Approval of Membership

At the first membership meeting after the application has been submitted, the name(s) of the applicant(s) will be read out and unless a majority of members present at the meeting object, the applicant(s) will be accepted into membership.

(Appendix B.8.2)

(c) Oath of Membership

New members will take this oath:

"I promise to support and comply with the Constitution of this Union, to work to improve the economic and social conditions of other members and other workers, to defend and work to improve the democratic rights and liberties of workers and that I will not purposely or knowingly harm or assist in harming another member of the Union."

(Appendix B.8.4)

(d) Continuation of Membership

Once accepted, a member continues as a member in good standing while employed within the jurisdiction of the Local Union unless the member loses good standing under the provisions of the CUPE National Constitution.

(Appendix B.8.3)

(e) Member Obligations

Members are obligated to abide by the CUPE National Constitution, and these Bylaws as amended from time to time.

Members will provide the Membership Officer(s) with their current address, home telephone contact number and where available, an e-mail address. The member will advise the Membership Officer(s) of any changes to their contact information. This information will be protected and used to communicate with members. Such communication will take the form of mail, e-mail blasts or telephone town halls.

In the case of a telephone town hall, the telephone number may be shared with a service provider under contract to the Local Union to provide the technical equipment to support such a virtual meeting.

Upon request, the Local Union will share the telephone contact information with CUPE National or CUPE Alberta Division. The purpose of sharing this telephone contact information with CUPE National or CUPE Alberta Division is so that CUPE National or CUPE Alberta Division can conduct a telephone town hall with members on important matters.

SECTION 5 – AFFILIATIONS

In order to strengthen the labour movement and work toward common goals and objectives, Local 812 shall be affiliated to and pay per capita tax to the following organization(s):

- CUPE Alberta Division
- AHEC
- AMEC

and/or any others that may be approved at a membership meeting.

SECTION 6 – MEMBERSHIP MEETINGS

(a) Regular Membership Meetings

Regular membership meetings of Local 812 shall be held monthly except for the months of July and August. Notice of each regular membership meeting outlining the date, time and location shall be given to members at least seven (7) days in advance of the meeting. The Recording Secretary shall prepare and send out a meeting agenda prior to the membership meeting.

When a Statutory Holiday or a situation beyond the control of the Local Union arises which causes the cancellation of a regular membership meeting, the Executive Board shall reschedule the regular membership meeting and will give members seven (7) days' notice of the date of the rescheduled regular membership meeting.

(b) Special Membership Meetings

Special membership meetings of Local 812 may be required and shall be called by the Executive Board or may be requested in writing by no fewer than ten (10) members. The Recording Secretary or other executive member shall immediately advise members when a special meeting is called and ensure that all members receive at least twenty-four (24) hours' notice of the special meeting, the subject(s) to be discussed, the date, time and location. No business shall be transacted at the special meeting other than that for which the meeting is called, and notice given.

(c) Quorum

The minimum number of members required to be in attendance for the transaction of business at any regular or special meeting shall be seven (7) members, including at least two (2) members of the Executive Board.

Only members who are able to fully participate, with voice and vote, are counted for quorum. If members are participating remotely, rather than fully participating in the debate, can only ask questions of the administrators via chat, and they should not be counted in the quorum because they don't have full voice in the meeting.

(d) Membership Meeting Agenda

The order of business at regular membership meetings is as follows:

1. Acknowledgment of Indigenous territory
2. Roll call of officers
3. Reading of the Equality Statement
4. Voting on new members and initiation
5. Reading of the minutes
6. Matters arising from the minutes
7. Treasurer's Report
8. Communications and bills
9. Executive Board Report
10. Reports of committees and delegates
11. Nominations, elections, or installations
12. Unfinished business
13. New business

14. Good of the Union

15. Adjournment

(Appendix B.6.1)

(e) Bargaining Unit Meetings

Bargaining Unit meetings may be called to deal with matters that affect only members of the bargaining unit. Such meetings are not to be used to replace regular membership meetings and will not make decisions that affect the Local Union as a whole or another bargaining unit. The President and/or Vice President of the affected unit shall advise members of the bargaining unit seven (7) days in advance of the meeting providing the time and location and an agenda.

The minimum number of members required to be in attendance for the transaction of business at any bargaining unit meeting shall be seven (7) bargaining unit members including at least two (2) members of the Executive Board. Members from other bargaining units in the Local Union may attend these meetings without vote but with voice and are not counted as part of quorum.

(f) Format of Meetings

The Local Union may hold membership meetings in person and/or virtually. Where virtual meetings are held, all voting will be conducted electronically provided secrecy can be maintained, where mandated.

SECTION 7 – OFFICERS

The Officers of Local 812 shall be the President, two (2) Unit Vice-Presidents (one from each unit), Treasurer, Recording-Secretary, one (1) Membership Officer, three (3) Trustees, and one (1) Member and Community Engagement Officer.

(Appendices B.2.1 and B.2.2)

SECTION 8 – EXECUTIVE BOARD

(a) The Executive Board shall include all Officers, except Trustees.

(Appendix B.2.2)

(b) The Executive Board shall meet at least eight (8) times per year.

(Appendix B.3.14)

(c) Three (3) members of the Executive Board constitutes a quorum.

(d) The Executive Board shall hold title to any real estate of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposal to a membership meeting and having it approved.

(e) The Executive Board shall do the work delegated to it by the Local Union and shall be held responsible for the proper and effective functioning of all committees.

(f) Should any Executive Board member fail to answer the roll call for three (3) consecutive regular meetings or three (3) consecutive regular Executive Board meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by an election within ninety (90) days.

(Appendix B.2.5)

SECTION 9 – DUTIES OF OFFICERS

Each Officer of Local 812 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.

All Officers must give all properties, assets, funds and all records of the Local Union to their successors at the end of their term of Office.

(Appendix B.3.9)

All signing Officers of Local 812 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.

(Appendix B.3.5)

(a) President

The President shall:

- Enforce the CUPE National Constitution, these Local Union Bylaws and the Equality Statement.
- Interpret these Bylaws as required.
- Preside at all membership and Executive Board meetings and preserve order.
- Decide all points of order and procedure (subject always to appeal to the membership).
- Have the same right to vote as other members. In the case of a tie vote, the President may cast another vote, or the President may refrain from casting an additional vote, in which case the motion is defeated.
- Ensure that all Officers perform their assigned duties.
- Fill committee vacancies where elections are not provided for.
- Introduce new members and conduct them through the initiation ceremony.
- Approve payments, including electronic bank payments, and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union Bylaws, or vote of the membership.
- Have first preference as a delegate to the CUPE National Convention and any other training or event considered for representation by the Local.
- May attend all Steps of the Grievance Procedure, including Arbitration.
- Present a written report to the membership each month.

(Appendix B.3.1)

(b) Unit Vice-President (s)

The Unit Vice-Presidents shall:

- If the President is absent or not eligible, perform all duties of the President as appointed by the Executive Board.

- Preside over membership and Executive Board meetings in the absence of the President as appointed by the Executive Board.
- If the office of the President falls vacant, be Acting President as appointed by the Executive Board until a new President is elected through a by-election.
- Preside at any Special Meetings of the Site they represent.
- Assist the Stewards in the performance of their duties.
- Present a monthly written report to the members on activities at their Site.
- Perform such other duties as may be assigned by the Executive from time to time.
- Know the Stewards at their site and keep them informed of all issues relating to Union business.
- Represent or assist Stewards in representing members in grievances brought to their attention.
- May attend all steps of the Grievance Procedure, including Arbitration.
- Render assistance to any member of the Executive as directed by the Executive Board.

(Appendix B.3.2)

(c) Recording-Secretary

The Recording-Secretary shall:

- Be designated as the Privacy Officer for the Local.
- Keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (membership meetings) presented by the Treasurer. The record will also include Trustees' reports.
- Record all amendments and/or additions in the Bylaws and make certain that these are sent to the National President for approval prior to implementing.
- Answer correspondence and fulfil other administrative duties as directed by the Executive Board.
- Keep a record of all correspondence received and sent out.
- Prepare and distribute all notices to members.
- Have all records ready on reasonable notice for the Trustees or auditors.
- Preside over membership and Executive Board meetings in the absence of both the President and Vice-Presidents.
- Performs other duties required by the Local Union, its Bylaws or the National Constitution.
- Maintain a Motion Log.
- Maintain the training records of the Executive.

(Appendix B.3.3)

(d) Treasurer

The Treasurer shall:

- Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union.
- Approve all payments, including electronic banking payments, and ensure that the Local Union's funds are used only as authorized or directed by the CUPE National Constitution, Local Union Bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.
- Ensure that per capita tax is paid by direct remittance, or where per capita is not paid by direct remittance, prepare all CUPE National per capita tax forms and remit payment, including one dollar ($1.00) of each initiation fee on all members admitted, no later than the last day of the following month.
- Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union.
- Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.
- Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period.
- Be bonded through the master bond held by CUPE National. Any Treasurer who cannot qualify for the bond shall be disqualified from office.
- Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the designated signing officer and one other member of the Executive Board as determined by the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.
- Make all books available for inspection by the Trustees and/or auditors on reasonable notice**.** Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.
- Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.

(Appendices B.3.4 to B.3.8)

(e) Trustees

The Trustees shall:

- Act as an auditing committee on behalf of the members and audit the books and accounts of the Treasurer, the Recording-Secretary, and the committees at least once every calendar year.
- Make a written report of their findings to the first membership meeting following the completion of each audit.

- Submit in writing to the President and Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records, and accounts are being maintained by the Treasurer in an organized, correct, and proper manner.
- Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization.
- Ensure that proper financial reports have been given to the membership.
- Audit the record of attendance.
- Inspect at least once a year, any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local Union and report their findings to the membership.
- Send to the National Treasurer, with a copy to the assigned Servicing Representative, the following documents:

  (i) Completed Trustee Audit Program
  (ii) Completed Trustees' Report
  (iii) Treasurer Report to the Trustees
  (iv) Recommendations made to the President and Treasurer of the Local Union
  (v) Treasurer's response to recommendations
  (vi) Concerns that have not been addressed by the Local Union Executive Board.

(Appendices B.3.10 to B.3.12)

(f) Membership Officer

The Membership Officer shall:

- Guard the inner door at membership meetings and admit no one but members in good standing or Officers and officials of CUPE, except on the order of the President and with consent of the members present.
- Attend regular membership meetings, executive meetings, and all special meetings.
- Be in charge of preparations before and after general membership meetings.
- Maintain the record of membership attendance at meetings.
- Maintain the records of the member.
- Present a monthly written report to the members.
- Perform Good of the Union duties.
- Perform such other duties as may be assigned by the Executive Board from time to time.

(g) Member and Community Engagement Officer

The Member and Community Engagement Officer shall:

- Provide communications and information from the members on the site to the Executive and from the Executive to the members.
- Present a monthly written report to the members.
- Act as a liaison between the Executive team and general membership.

- Attend regular membership meetings, Executive meetings and all special meetings.
- Prepare and distribute internal communications such as newsletters, updates, and announcements.
- Plan and coordinate member engagement events and union meetings.
- Conduct outreach to new and existing members.
- Develop programs to recognize member achievements and contributions.
- Perform such other duties as may be assigned by the Executive from time to time.

SECTION 10 – NOMINATIONS, ELECTION AND INSTALLATION OF OFFICERS

(a) Nominations

1. To be eligible for nomination, the nominee must have been accepted into membership and continue to be a member in good standing.

   (Appendices B.8.1, B.8.2 and B.8.3)

2. A member may accept nomination for a position while holding office in any position. If successful in the election, their resignation from their current position will take effect at that time.

3. No member will be eligible for nomination if they are in arrears of dues and/or assessments.

4. No member shall be eligible for nomination who is not present, unless they have indicated by signed letter to the Recording-Secretary indicating their wish to stand at least one hour prior to the start of the meeting in which nominations take place.

(b) Elections

1. Election of Officers shall be annual on the following schedule:

   Even years: President, Recording-Secretary, and Membership Officer

   Odd Years: Unit Vice-Presidents, Treasurer, and Member and Community Engagement Officer

   Annually: One Trustee each year for a term of three (3) years.

2. At a membership meeting, at a meeting held prior to Election Day, the President will, subject to the approval of the members present, appoint a Chief Returning Officer and assistant(s) if needed who are neither officers nor candidates for office. The Chief Returning Officer shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential. The National Representative assigned to the Local Union shall serve as an advisor to the Chief Returning Officer when requested by the Local Union.

   All officers are elected by majority vote of unspoiled ballots at a membership meeting of the Local Union, by electronic vote at a virtual membership meeting, or by referendum vote if voting at a membership meeting is not practical. Adequate notice must be given where the vote is held at a membership meeting. A referendum vote must be held in a way that permits all members to participate. The Local Union can choose whether to elect officers by majority or plurality vote when it hold a referendum vote.

3. The nominations and voting will take place at the regular membership meeting in February. The vote will be by secret ballot.

4. Voting to fill one office will be conducted and completed, and recounts dealt with before balloting may begin to fill another office.

5. A majority of votes cast will be required before any candidate can be declared elected, and second and subsequent ballots will be taken, if necessary, to obtain a majority. On the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballot will be dropped.

6. In the event of a tie vote, a second and subsequent ballot(s) will be taken, if necessary, until a candidate receives a majority of votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next membership meeting.

7. When two (2) or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member’s ballot will be declared spoiled.

   (Article 10.4)

8. Any member may request a recount of the votes for any election and a recount will be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting as set out in Section 6(c).

9. All election complaints by members will be submitted in writing to the Chief Returning Officer as soon as possible but in no circumstances will a complaint be valid if it is filed later than seven (7) days after the election. The Chief Returning Officer and CUPE National Representative will investigate the complaint and issue a ruling as soon as practical and report the ruling to the very next regular membership meeting.

(c) Installation of Officers

1. All duly elected Officers shall be installed at the meeting at which elections are held and shall continue in office for two (2) year(s) or until a successor has been elected and installed, provided, however, that no term of office shall be less than one (1) year and no longer than three (3) years.

(Appendix B.2.4)

2. If all three (3) trustee positions are vacant and being elected in the same year, the terms of office for Trustees shall be so that one serves for a period of three years, one for two years, and one for one year, as laid down in Article B.2.4 of the CUPE National Constitution. Each year thereafter, the Local Union shall elect one (1) Trustee for a three-year period. No member who has been a signing Officer for the Local Union is eligible to run for Trustee, until at least one (1) full term of office has elapsed.

3. A candidate who is elected to office must clearly communicate or affirm this oath:

"I, _____, promise to perform the duties of my office, as set out in the Constitution and laws of the Canadian Union of Public Employees, faithfully and to the best of my ability for my term of office. As an Officer of the Union, I will always promote the harmony and dignity of its sessions by counsel and example. I also promise to turn over all property of the Union to my successor at the end of my term."

(Article 10.7(b))

(d) By-Elections

Should an office fall permanently vacant for any reason, the resulting By-Election should be conducted as closely as possible in conformity with this section. The term of office for any position filled through a by-election will be the term that the vacated position was initially elected to fulfill.

Should an office fall temporarily vacant for any reason, the executive may appoint a temporary replacement for up to three (3) months. For absences expected to last more than three (3) months or where the absence has extended beyond three (3) months, a by-election shall be held.

SECTION 11 – FEES, DUES AND ASSESSMENTS

(a) Monthly Dues

The monthly dues shall be one point five percent (1.5%) of regular wages.

(Appendix B.4.3)

(b) Amending Monthly Dues

The regular monthly dues may be amended at a regular or special membership meeting. The vote must be by secret ballot. Notice of at least seven (7) days at a previous meeting or sixty (60) days in writing must be given.

(Appendix B.4.3)

(c) Assessments

Assessments may be levied in accordance with the CUPE National Constitution. Assessments do not mean or include regular monthly dues and are applied for a specific purpose or specific length of time. Membership approval is required, and the assessment will only be applied after the National President approves the assessment.

(Appendix B.4.2)

SECTION 12 – NON-PAYMENT OF DUES AND ASSESSMENTS

A member who fails to pay dues and assessments for three months is automatically suspended from membership. The suspension will be reported to the Executive Board by the Treasurer. The Executive Board will report all suspensions to the next membership meeting.

A member who has been unemployed or unable to work because of sickness shall not be required to pay arrears.

(Appendix B.8.6)

SECTION 13 – EXPENDITURES

(a) Payment of Local Union Funds

Funds can only be spent for valid purposes of the Local Union under the following circumstances:

- When the expenditure is authorized by a budget approved by a majority of members present and voting at a regular or special membership meeting;
- When these Bylaws approve the expenditure;
- Up to one thousand dollars ($1,000.00) for operational expenditures without a motion, provided it’s in the budget, which must be reported to the members in the financial report; or
- Through a vote of the majority of members present and voting at a regular or special membership meeting.

(Appendix B.4.4)

(b) Payment of Per Capita Tax and Affiliation Fees

Authorization to pay per capita tax to CUPE National, to CUPE Alberta Division, or any labour organization the Local Union is affiliated with, is not required.

(c) Payment of Local Union Funds to Causes Outside of CUPE

In the case of a grant or a contribution to a cause(s) outside of CUPE greater than five hundred dollars ($500.00), a notice of motion must be made at a regular membership meeting, except as noted in Schedule “D” and then approved at the following regular or special membership meeting before the grant or contribution can be paid out. The approval meeting must be no earlier than seven (7) days after the meeting where notice of motion has been given.

Any payments of funds in the case of a grant or contribution to a cause should align with the Strategic Goals as set by the Executive.

(d) No Officer or member of Local 812 will be allowed to spend any Local Union funds without first having received authorization under Section 13(a) of these Bylaws.

(e) The Union will Reimburse the Employer when booking off Executives to attend to Union Business or Committees and attend Meetings. The President, Treasurer, and Recording Secretary may be booked off one-half (1/2) day per month as needed to deal with Local 812 office work.

SECTION 14 – HONORARIUM

Local Union Officers and committee members shall be provided an Honorarium allowance as follows:

- President:..... five hundred dollars ($500.00) yearly
- Vice-Presidents:..... five hundred dollars ($500.00) yearly
- Recording-Secretary:..... five hundred dollars ($500.00) yearly
- Treasurer: ..... five hundred dollars ($500.00) yearly
- Member & Comm. Officer: ..... five hundred dollars ($500.00) yearly
- Trustees:..... fifty dollars ($50.00) per audit
- Membership Officer..... two hundred and fifty dollars ($250.00) yearly
- Stewards:..... one hundred dollars ($100.00) yearly

Anyone taking over the duties of the Table Officers will be paid the same as that Table Officer, pro-rated monthly for any officer not completing their full term.

In order to receive the honorarium, the officers and committee members must attend a minimum of seven (7) out of the ten (10) regular executive and membership meetings in a calendar year.

SECTION 15 – DELEGATES TO CONFERENCES, CONVENTIONS, EDUCATIONALS, FULL DAY EVENTS AND MEETINGS

(a) Except for the President who has first preference for attendance**,** all delegates to conventions, conferences, and educationals shall be chosen by election at membership meetings.

(b) All delegates to convention must have attended seven (7) out of the ten (10) Regular Meetings, have completed any mandatory training as set by the President, and shall be elected at a regular Union meeting by a vote.

(c) All out of province training must be approved by motion of the membership, regardless of the budget allowance.

(d) Each delegate who represents the Local out-of-town may be paid per diems plus reimbursed hotel, daycare, and other expenses as required.

(e) Eligibility for Hotel Stays

Members are eligible for a hotel stay if travel to an event or meeting meets any of the following conditions:

Night before the Event

- If the event starts before 9:00 AM and the member's travel from their residence would require them to depart before 6:00 AM, the cost of a hotel stay the night before the event will be provided for or reimbursed.

Night after the Event

- If the event ends after 6:00 PM and returning to the member's residence would require arriving home after 9:00 PM, the cost of a hotel stay for the night after the event will be provided for or reimbursed.

(f) Documentation

Members must submit a reimbursement form with the date and time of departure and return, along with a list of meals provided during the event. No receipts are required for per diem meals, but members must indicate whether any meals were provided at the event or by a third party.

Training certificates shall be provided to the Recording Secretary upon completion.

(g) Meals

Out-of-town per diem rates will be $20.00 for breakfast, $30.00 for lunch, $45.00 for dinner, and $17.00 per full day for incidentals.

Per diem allowances for overnight stays are determined based on the member's departure from their residence and return time as follows:

First Day of Travel:

- Breakfast: eligible if the member leaves their residence before 7:00 AM
- Lunch: eligible if the member leaves their residence before 12:00 PM
- Dinner: eligible if the member leaves their residence before 5:00 PM.

Full Days Away (during the stay):

- Members are eligible for the full per diem allowance (breakfast, lunch, and dinner) for each full day they are away from home.

Last Day of Travel:

- Breakfast: eligible if the member returns home after 9:00 AM
- Lunch: eligible if the member returns home after 1:00 PM
- Dinner: eligible if the member returns home after 7:00 PM

Meal Exclusions

If meals are provided at the hotel (e.g., complimentary breakfast) or by the event (e.g., conference lunches), the corresponding per diem amount for that meal will not be paid.

(h) Adjustments

Per diem rates are reviewed periodically and may be adjusted to reflect current costs of living and meal prices in various regions. Any changes to the per diem rates will require a motion of the membership.

(i) All attendees of conferences and/or training sessions are required to report back to the membership at the next meeting. Attendees may also be required to provide written notes to ensure that all members have access to the information learned during the training.

(j) The Local will reimburse the Employer for any loss of wages if the event or meeting is scheduled on a regular working day and the member has provided confirmation of authorized time off. Additionally, if an event requires travel that includes a hotel stay the day before or after (as outlined above), wages for those additional travel days will also be covered.

Furthermore, if an event lasts five (5) consecutive days or more, the member shall be entitled to at least one (1) full day off, and the Local will reimburse the Employer for that day if it falls on a regularly scheduled working day.

(k) If a member incurs training costs to the Local and then quits within six (6) months of attending the training, they must reimburse the Union for the costs of that training event.

(l) Travelling expenses shall be paid at the going plane fare and if a personal vehicle is allotted to be taken, then it shall be the current CRA Rate per kilometre.

(m) For in-town full day events or meetings over eight (8) hours, the Local will either provide meals or will pay each member in attendance up to thirty dollars ($30.00) for lunch if the member returns home after 1:00 pm and forty-five dollars ($45.00) for dinner if the member will return home after 7:00 pm upon submission of an expense claim form. Members are expected to have breakfast on their own before the event or meeting.

SECTION 16 – COMMITTEES

(a) Special Committees

A special committee may be established for a specified purpose and a specified period of time by the membership at a meeting. The members shall be elected at a membership meeting, or may, by specific authorization of the membership, be appointed by the President or the Executive Board. Two (2) members of the Board may sit on any special committee as ex-officio members.

(b) Unit Negotiating Committees

This will be a special committee established at least three (3) months prior to the expiry of the Local Union's collective agreement and automatically disbanded when a new collective agreement has been signed. The function of the committee is to prepare collective bargaining proposals and to negotiate a collective agreement.

The committee shall consist of up to five (5) members, all elected at a membership meeting, with the exception of the President, and corresponding Unit Vice-President, who shall be considered permanent members.

The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

There shall be one (1) permanent committee as follows:

(c) Grievance Committee

The corresponding Unit Vice-President and a Unit Steward shall be the Grievance Committee for each Unit. The Grievance Committee will decide on how to proceed with a grievance including the decision to proceed to arbitration or to

withdraw grievances. Any decision may be appealed to the Executive Board by the Grievor.

SECTION 17 – COMPLAINTS AND TRIALS

All charges against members or Officers must be made in writing and dealt with in accordance with the Trial Procedure provisions of the CUPE National Constitution.

(Appendices B.11.1 and F)

SECTION 18 – RULES OF ORDER

All meetings of the Local Union will be conducted in accordance with the basic principles of Canadian parliamentary procedure. Some of the more important rules to ensure free and fair debate are appended to these Bylaws as Appendix C. These rules shall be considered as an integral part of the Bylaws and may be amended only by the same procedure used to amend the Bylaws.

In situations not covered by Appendix C to these Bylaws, the CUPE National Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

SECTION 19 – AMENDMENTS

(a) CUPE Constitution

These Bylaws are always subordinate to the CUPE Constitution (including Appendix B) as it now exists or may be amended from time to time, and in the event of any conflict between these Bylaws and the CUPE Constitution, the latter shall govern. The National President has the sole authority to interpret the CUPE Constitution.

(Articles 8.2(c), 12.3 and Appendix B.5.1)

(b) Additional Bylaws

A Local Union can amend or add to its Bylaws only if:

(i) the amended or additional Bylaws do not conflict with the CUPE Constitution.

(ii) the amended or additional Bylaws are approved by majority vote at a regular membership meeting or at a special membership meeting called for that purpose; and

(iii) notice of the intention to propose the amended or additional Bylaws was given at least seven (7) days before at a previous membership meeting or sixty (60) days before in writing.

(Article 12.3 and Appendix B.5.1)

(c) Effective Date of Amended or Additional Bylaws

The amended or additional Bylaws do not come into effect until they have been approved in writing by the National President.

The National President will decide whether to approve the amended or additional Bylaws within ninety (90) days of receiving them and will withhold approval only where they conflict with the CUPE Constitution.

(Article 12.3 and Appendix B.5.1)

APPENDIX “A” – CUPE NATIONAL EQUALITY STATEMENT

Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behaviour that creates conflict prevents us from working together to strengthen our union.

As unionists, mutual respect, cooperation, and understanding are our goals. We should neither condone nor tolerate behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile, or offensive environment.

Discriminatory speech or conduct which is racist, sexist, transphobic, or homophobic hurts and thereby divides us. So too does discrimination on the basis of ability, age, class, religion, language and ethnic origin.

Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue, or humiliate. Harassment should not be treated as a joke. The uneasiness and resentment that it creates are not feelings that help us grow as a union.

Discrimination and harassment focus on characteristics that make us different; and they reduce our capacity to work together on shared concerns such as decent wages, safe working conditions, and justice in the workplace, society, and in our union.

CUPE’s policies and practices must reflect our commitment to equality. Members, staff, and elected officers must be mindful that all persons deserve dignity, equality, and respect.

APPENDIX "B" – CODE OF CONDUCT

The mandate of our union, the Canadian Union of Public Employees (CUPE), is to organize and defend workers and to promote economic and social justice for our members and for all workers. In carrying out our work, we in CUPE strive to promote core values which include the principles of solidarity, equality, democracy, integrity, and respect. We are committed to mobilizing our energy and skills to work together to promote these values and to attain these goals in our union, our communities, and globally.

CUPE is committed at all levels to creating a union which is inclusive, welcoming, and free from harassment, discrimination, and all types of bullying and intimidation. CUPE needs to ensure that it provides a safe environment for members, staff, and elected officers to carry out our work. CUPE's expectation is that mutual respect, understanding and co-operation will be the basis of all our interaction.

This Code of Conduct sets out standards for participants at national convention, conferences, schools, meetings, and any other union events organized by Local 812. It is consistent with the expectations outlined in the Equality Statement, and the CUPE National Constitution.

This Code of Conduct is intended to deal with complaints of inappropriate behaviour at events organized by CUPE National and at events, meetings, and activities by other CUPE bodies. It does not apply to complaints arising in the workplace, as those are dealt with through the grievance procedure and/or the applicable workplace harassment policy.

As CUPE members, staff, and elected officers, we commit to one another and to the union to be governed by the principles of the Code of Conduct and agree to:

- Abide by the provisions of the Equality Statement;
- Respect the views of others, even when we disagree;
- Recognize and value individual differences;
- Communicate openly;
- Support and encourage each other;
- Make sure that we do not harass or discriminate against each other;
- Commit to not engaging in offensive comment or conduct;
- Make sure that we do not act in ways that are aggressive, bullying, or intimidating; and
- Take responsibility for not engaging in inappropriate behaviour due to abuse of alcohol or other drugs while participating in union activities, including social events.

Harassment is objectionable behaviour which may include actions, language, gestures, and/or written material, and which the harasser knows or ought reasonably to know is abusive and unwelcome. Bullying is a form of harassment which is serious ongoing behaviour which targets an individual or group and which threatens that person or persons' mental and/or physical well-being.

A complaint regarding this Code of Conduct will be handled as follows:

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code~~,~~ by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.

2. A complaint shall be brought to the attention of an ombudsperson when there is one available. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.

3. The ombudsperson or the person in charge will work to seek a resolution. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge. The person in charge has the authority to expel members from the event for serious or persistent offenses.

4. If the complaint involves a staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another part of CUPE, the person responsible for their employment will be the one to whom a complaint is referred and the relevant collective agreement, should it exist, would be applicable.

5. For National events, if the person in charge is a party to the complaint, an alternate will be designated to assume the role.

6. In a case where a member has been expelled from an event, the National President shall receive a report on the matter. For all other events, the presiding officer shall receive a report on the matter.

7. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member’s participation in future events organized by CUPE National. A similar process may be applicable to the other parts of CUPE, done in consultation with the National President.

This Code of Conduct is designed to create a safe, respectful, and supportive environment within CUPE. It is meant to enhance the rights and obligations outlined in the CUPE National Constitution, the Equality Statement, and applicable human rights legislation, not replace them.

This Code of Conduct does not replace a member’s right to access the trial provisions under Appendix F of the CUPE National Constitution.

APPENDIX "C" – RULES OF ORDER

1. The President will be the Chairperson at all membership meetings. In the absence of the President, the Vice-President will be the Chairperson at the membership meeting. In the absence of the President and Vice-President, the Recording-Secretary will be the Chairperson at the membership meeting. In the absence of the President, Vice-President and Recording-Secretary, members at the membership meeting will select a Chairperson by majority vote. Quorum rules must be met.

2. Members are not allowed to speak about an issue for more than five minutes. Members can only speak to an issue once unless there is agreement by the members at a meeting, or where all those wishing to speak have had the opportunity to speak.

3. The Chairperson of a committee who is making a report or the mover of a motion may speak for up to fifteen minutes. With the agreement of the members present, the fifteen minutes may be expanded.

4. The Chairperson will state every motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to a vote, the Chairperson will ask: "Is the Local ready for the motion?" If no member rises to speak, the motion will be voted upon.

5. A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chairperson.

6. A motion to amend a motion, or a motion to amend an amendment are allowed, however a motion to amend an amendment to an amendment is not allowed.

7. An amendment to a motion or an amendment to an amendment to a motion that is a direct negative to the main motion is never permitted.

8. On motion, the regular order of business at a membership meeting may be suspended where two-thirds of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.

9. Motions other than those named in Rule 19, or motions to accept or adopt the report of a committee, will, if requested by the Chairperson, be put in writing prior to beginning debate and vote.

10. At the request of a member, and upon a majority vote, a motion which contains more than one action or issue can be divided.

11. The mover of a motion can withdraw the motion upon the consent of the seconder prior to the end of debate. Once debate has ended on a motion, the motion can only be withdrawn upon unanimous vote of the members present.

12. A member who wishes to speak on a motion, or a member who wishes to move a motion, shall rise and respectfully address the Chairperson. The member shall not proceed until the member is recognized by the Chairperson except where the member rises to a point of order or on a question of privilege.

13. The Chairperson will keep a speakers list and, in all cases, will determine the order of speakers including those circumstances where two or more members rise to speak at the same time.

14. A member, while speaking, will speak only to the issue under debate. Members shall not personally attack other members. Members will refrain from using language that is offensive or in poor taste. Members will generally not speak in a manner that reflects poorly on the Local Union or other members.

15. A member that is called to order will stop speaking until the point of order is determined. If it is decided that the member is in order, then the member may continue speaking.

16. Religious discussion of any kind is not permitted.

17. The Chairperson will not take part in any debate. Where the Chairperson wishes to speak on a resolution or motion, or where the Chairperson wishes to move a motion, the Chairperson must rise from the chair and hand the chair over as outlined in Rule #1.

18. The Chairperson will have the same right to vote as other members. In the case of a tie vote, the Chairperson may cast another vote or the Chairperson may refrain from casting an additional vote, in which case the motion is defeated.

19. When a motion is before the members, no other motion is in order except a motion to:

    (1) adjourn;
    (2) put the previous question;
    (3) lay on the table;
    (4) postpone for a definite time;
    (5) refer; or
    (6) divide or amend.

    These six motions shall have precedence in the order indicated.
    Motions 1 through 3 shall be decided without debate.

20. The Chairperson will ask “Will the main question be now put?” where a motion for the previous question is moved and seconded. If approved, the Chairperson will then take votes on the motion and amendments to the motion (if any) in order of priority. If an amendment or an amendment to an amendment is approved, then members will be asked to vote on the motion as amended.

21. A motion to adjourn is in order except when a member is speaking or when members are voting.

22. A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen minutes have elapsed.

23. After the Chairperson declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Recording-Secretary will count the standing vote.

24. If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal. The Chairperson will then state briefly the reasons for the decision. Following immediately and without debate, the Chairperson will ask, “Will the decision of the chair be upheld?” A majority vote shall decide. In the event of a tie vote, the decision of the chair is upheld.

25. At a membership meeting where a question has been decided any two members who voted with the majority can give notice of a motion to reconsider a decision of the membership at the next membership meeting. The motion to reconsider requires the support of a two-thirds majority of members who vote. If two-thirds majority of members support reconsideration, the question will be placed in front of the membership for debate and a subsequent vote.

26. Members are allowed to leave a meeting with the permission of the Vice-President; however, in no case will a member leave during the reading of minutes, the initiation of new members, the installation of Officers, or the taking of a vote.

27. The Local Union’s business and the proceedings of meetings are not to be divulged to any persons outside the Local Union, or the Canadian Union of Public Employees.

APPENDIX “D”

Bereavements and Sickness

A gift of up to eighty dollars ($80.00), shall be granted to bereaved members of Local 812, for the death of a parent/step-parent, grandparents/step-grandparent, child/step-child, or sibling, at the discretion of the Executive.

Upon the death of an active Local 812 Member, a gift or charitable donation of up to one hundred dollars ($100.00) shall be granted to the immediate family of the Member, at the discretion of the Executive.

The Local will make an acknowledgement by card for a significant life event (birth, wedding, etc.), sickness or hospitalization of any fellow CUPE member.

Scholarship for School

A scholarship donation of five hundred dollars ($500.00) per calendar year shall be donated to the Crowsnest Consolidated High School, to be awarded at the discretion of the CCHS Scholarship Committee. CUPE members and children whose names are put forward and meet the qualifications shall be given first consideration.

Retirement

Upon written notification to the Union Executive from a retiring member (with at least five (5) consecutive years of service combined with an age of fifty-five years or more). The retiree shall receive a gift from the Local equivalent to a maximum of twenty-five dollars ($25.00) per year of continuous service with the Employer. Special cases will be reviewed by the Executive.