
Bylaws Local Union 408

CUPE / *Canadian Union
of Public Employees*

Approved September 24, 2024


copeseqb
Sept 26, 2024
:sh/COPE491

TABLE OF CONTENTS

INTRODUCTION	1
SECTION 1 – NAME	1
SECTION 2 – OBJECTIVES.....	1
SECTION 3 – INTERPRETATION AND DEFINITIONS	2
SECTION 4 – MEMBERSHIP MEETINGS.....	3
SECTION 5 – VOTING OF FUNDS	4
SECTION 6 – OFFICERS.....	4
SECTION 7 – EXECUTIVE BOARD	5
SECTION 8 – DUTIES OF OFFICERS	6
SECTION 9 – HONORARIUMS AND EXPENSES	12
SECTION 10 – FEES, DUES AND ASSESSMENTS	13
SECTION 11 – NON-PAYMENT OF DUES AND ASSESSMENTS	14
SECTION 12 – NOMINATIONS, ELECTIONS, AND INSTALLATION OF OFFICERS.....	14
SECTION 13 – DELEGATES TO CONVENTIONS. SEMINARS, CONFERENCES AND COMMITTEES	17
SECTION 14 – AFFILIATIONS	18
SECTION 15 – COMMITTEES	18
SECTION 16 – SICK, RETIRING OR DECEASED MEMBERS	19
SECTION 17 – RATIFICATION PROCESS	20
SECTION 18 – AMENDMENTS.....	20
SECTION 19 – RULES OF ORDER	21
APPENDIX ‘A’ – CUPE NATIONAL EQUALITY STATEMENT	22
APPENDIX ‘B’ – CODE OF CONDUCT	23
APPENDIX ‘C’ – RULES OF ORDER	25
APPENDIX ‘D’ – PERSONAL INFORMATION POLICY.....	28

INTRODUCTION

Local 408 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 408 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.

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.

The following Bylaws are adopted by the Local pursuant to, and to supplement Appendix "B" of the CUPE National Constitution, to safeguard the rights of all Members, to provide for reasonable administration of the Local, and to involve as many Members as possible through the sharing of duties and responsibilities.

SECTION 1 – NAME

The name of this Local Union shall be Canadian Union of Public Employees, Local 408

Local 408 consists of the following bargaining units, and any bargaining unit which may be organized from time to time.

Ridge Country Housing (Raymond and Milk River)

St. Michael's Health Centre (Covenant Health – Lethbridge) which includes Holy Cross Manor (Covenant Health – Calgary)

Sodexo Canada Ltd. (Lethbridge)

St. Joseph's House/Carmel Hospice (Covenant Health – Medicine Hat)

SECTION 2 – OBJECTIVES

2.1 The objectives of the Local are to:

- (a) Secure adequate remuneration for work performed and generally advance the economic and social welfare of its Members and of all workers.
- (b) Support CUPE in reaching the goals set out in Article II of the CUPE National Constitution;

- (c) Provide an opportunity for its Members to influence and shape their future through free democratic trade unionism;
 - (d) Encourage the settlement, by negotiation and mediation, of all disputes between the Members and their employers; and
 - (e) Encourage similar Locals or unorganized groups to join this Local.
- 2.2 Every Member has the right to equal benefit, equal protection, and equal treatment under these Bylaws without discrimination and, in particular, without discrimination based on age, colour, family status, gender, marital status, mental or physical disability, sexual orientation, or social and economic status.
- 2.3 This does not prevent any Bylaw, or activity, that has as its objective the improvement of conditions of disadvantaged Members or groups of Members, including those that are disadvantaged because of age, sex, colour, family status, gender, marital status, mental or physical disability, national or ethnic origin, political affiliation, religion, sexual orientation, or social and economic status.

SECTION 3 – INTERPRETATION AND DEFINITIONS

- 3.1 Numbers of Articles at the end of sections or sub-sections refer to relevant Articles of the CUPE National Constitution, which should be read in conjunction with these Bylaws.
- 3.2 No Site shall make a motion or decision that will affect any other Site of Local 408. A motion or decision of such nature shall be referred to the Executive for direction.
- 3.3 'Executive Board' shall be defined as the President, 1st Vice-President, Recording Secretary, Treasurer and Site Vice-Presidents.
- 3.4 'Table Officers' shall be defined to include the President, 1st Vice-President, Recording Secretary, and Treasurer.
- 3.5 'Quorum' shall be defined, as the transaction of business at any General or Special Meeting shall be six (6) members, including at least three (3) members of the Executive.
- 3.6 A 'Member in good standing' shall be defined as a Member who has signed a card, taken the oath, and paid their membership dues to date, in accordance and compliance with the CUPE National Constitution.

SECTION 4 – MEMBERSHIP MEETINGS

4.1 General and Executive Membership Meeting:

The annual general membership meeting shall be held in May each year for the purpose of elections and other business as deemed necessary by the members.

- (a) The Executive shall meet at least eight (8) times per year on the third Thursday of the month. The Recording Secretary shall give one (1) weeks' notice of any change in the date of the Executive Meeting.

Meetings being held at the Local office and may include telephone or video conferencing.

4.2 Site Meeting:

Site Meetings shall be held at least annually at a location, date and time as set by the Site Vice-President, but not at a time in conflict with the Executive and/or the General Membership Meeting. Once established, this information will be forwarded to the Executive. If there is a need to change the established date, the Site Vice-President shall give forty-eight (48) hours' notice of any change in the date of the meeting to the Executive and the Site Membership.

4.3 Special Membership Meeting:

Special Membership Meetings may be ordered by the Executive Board or requested in writing by no fewer than ten (10) members.

The Executive shall immediately call a Special Membership Meeting when so ordered or requested and shall see that all members receive at least forty-eight (48) hours' notice of the Special Membership Meeting and the subject(s) to be discussed. No business shall be transacted at the Special Membership Meeting other than that for which the meeting is called, and notice given.

4.4 Order of Business:

The order of business at meetings is as follows:

1. Acknowledgement 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(s)
10. Reports of Committees and Delegates
11. Nominations, Elections, and Installations
12. Unfinished Business
13. New Business
14. Good of the Union
15. Adjournment

4.5 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."

SECTION 5 – VOTING OF FUNDS

- 5.1 The Table Officers shall have the power to make decisions on emergency matters where expenditures are involved, when time does not permit approval by the General Membership Meeting. These expenditures shall not exceed five hundred dollars (\$500.00).
- 5.2 The Executive shall be informed of any emergency expenditure(s) at the next Executive Meeting.
- 5.3 The Membership shall be informed of any emergency expenditure(s) at the next General Membership Meeting.
- 5.4 Expenditures of the Local Union shall be only for the purposes of the Local Union. In all cases, payment shall be made by cheque, with appropriate receipts, signed by the Treasurer and counter-signed by the President.

SECTION 6 – OFFICERS

- 6.1 The Officers of this Local shall be:
 - President
 - 1st Vice-President
 - Site Vice-Presidents
 - Treasurer
 - Recording Secretary
 - One (1) Membership Officer
 - Three (3) Trustees (1 three-year, 1 two-year and 1 one-year terms)
 - Stewards
- 6.2 All Officers, except Site Vice-Presidents shall be elected by the Membership.
- 6.3 The Executive Board shall be the governing body of Local 408 during the months of July and August.
- 6.4 Site Vice-Presidents and Stewards shall be elected at their Site.

SECTION 7 – EXECUTIVE BOARD

- 7.1 The Executive Board shall be comprised of all Officers, except Trustees, and Stewards.
- (a) All Members elected to the Executive shall be Members in good standing.
 - (b) The Executive shall meet at least once every month except July and August.
 - (c) A majority of the Executive including two (2) Table Officers shall constitute a quorum.
 - (d) The Table Officers shall hold title to any real estate of the Local as Trustees for the Local. They shall not have the right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposition to the General Membership Meeting or a Special Membership Meeting and having it approved.
 - (e) The Executive shall perform the duties delegated to it by the Local and shall be held responsible for the proper and effective functioning of all committees.
 - (f) The Table Officers, except for the Recording Secretary, may hold the Local's credit card. They do not have the right to use these cards for anything other than the approved business of the Local.
 - (g) All charges against Members or Officers must be made in writing and dealt with in accordance with the provisions of the CUPE National Constitution.
 - (h) Should any Executive Member fail to answer the roll call for three (3) consecutive General Membership Meeting, or three (3) consecutive Executive Meetings, without having submitted good reason in advance by fax, telephone or email, for those failures, their office shall be declared vacant and shall be filled by an election at a General Membership Meeting, if deemed reasonable.
 - (i) Upon termination of an Executive position, an Officer shall surrender all books, seals, and other properties of the Local immediately to the President and other Executive Members.
 - (j) Upon prior approval of the Table Officers, an Executive Member requiring a Leave of Absence (LOA) to attend an Executive, Steward, the General Membership Meeting, Special Membership or Site Meetings, their Employer shall be reimbursed for lost wages upon remittance of a copy of the LOA form that has been approved and a copy of the invoice from the Employer.
 - (k) All Executive Members shall be Stewards of the Local, however, will only collect expenses for one position.

- 7.2 The President may call the Executive into emergency sessions if required and shall call such emergency sessions when requested, in writing, by a majority of the Executive.
- 7.3 Method of Meeting:
Emergency sessions of the Executive may be conducted by video conference, telephone, or E-mail, and any such action so taken by Members of the Executive shall constitute action of the Executive as though it were in formal session (such action must be confirmed in writing), and it shall be reviewed at the next Executive Meeting and shall be part of the Minutes.

SECTION 8 – DUTIES OF OFFICERS

All signing Officers of Local 408 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.

8.1 PRESIDENT

The PRESIDENT shall:

- (a) Enforce the CUPE National Constitution, Equality Statement, and these Bylaws;
- (b) Interpret these Bylaws as required.
- (c) Preside at the General Membership Meeting and preserve order, or appoint a member of the Executive Board to Chair when the President and Vice-President are absent;
- (d) Chair all Executive Meetings or appoint a member of the Executive Board to Chair when the President or Vice-President are absent;
- (e) In consultation with the 1st Vice-President, shall prepare the Agenda for the Executive Meeting;
- (f) Decide all points of order and procedure (subject always to appeal to the Membership);
- (g) 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.
- (h) Ensure that all Officers perform their assigned duties, and render assistance to any Member of the Executive as required;
- (i) Fill Committee vacancies where elections are not provided for;
- (j) Introduce new Sites for affiliation;

- (k) Sign all cheques, along with the Treasurer (with the exception of any made payable to themselves);
- (l) Ensure that the Local's funds are used only as authorized or directed by the Constitution, Bylaws, or vote of the Membership;
- (m) Be ex-officio for all Committees.
- (n) Have first preference as a delegate to CUPE Conventions upon membership approval;
- (o) Introduce new Members and conduct them through the Initiation Ceremony;
- (p) Keep the 1st Vice-President informed of all issues relating to Local 408;
- (q) Be booked off as necessary to perform the duties of the President's office.

8.2 1ST VICE-PRESIDENT

The 1st VICE-PRESIDENT shall:

- (a) If the President is absent or incapacitated, perform all duties of the President;
- (b) If the office of the President falls vacant, be acting President until a new President is elected;
- (c) Render assistance to any Member of the Executive as directed by the Executive;
- (d) In consultation with the President, shall prepare the Agenda for the Executive Meeting;
- (e) Be aware of all issues relating to Local 408;
- (f) Be a signing officer, when the President is absent (with the exception of any cheques made payable to themselves).
- (g) Perform any duties as directed by the Executive Board.

8.3 SITE VICE-PRESIDENTS

The SITE VICE-PRESIDENTS shall:

- (a) Preside at any Special Meetings of the Site they represent.
- (b) Assist the Stewards in the performance of their duties;
- (c) Provide communications and information from the Members on the Site to the Executive and from the Executive to the Members;

- (d) Present a monthly written report to the Executive on activities at their Site; and
- (e) Perform such other duties as may be assigned by the Executive from time to time.
- (f) Know the Stewards at their Site and keep them informed of all issues relating to Union business.
- (g) Assist Stewards in representing Members in grievances brought to their attention but will attempt to foresee where grievances might occur and attempt to correct the situation before it develops.
- (h) May attend all Steps of the Grievances Procedure, including Arbitration.
- (i) Perform any duties as directed by the Executive Board.

8.4 TREASURER

The TREASURER shall:

- (a) Be designated as the Privacy Officer for the Local.
- (b) Make a full written financial report to meetings of the Local's Executive, as well as a written financial report to the General Membership Meeting detailing all income and expenditures for the previous month.
- (c) Receive all revenue, initiation fees, dues, and assessments.
- (d) Keep a record of each Member's payments and assessments.
- (e) Deposit promptly all monies with a bank or credit union.
- (f) Prepare all CUPE National per capita tax forms and remit payment.
- (g) Record all financial transactions in a manner acceptable to the Membership and Executive in accordance with good accounting practices.
- (h) Throughout their term, on behalf of the Membership, be responsible for maintaining, organizing, safeguarding, and keeping on file all supporting documents, authorizations, invoices and/or vouchers for every disbursement made, as well as receipt for all money sent to CUPE National.
- (i) Keep records and supporting documents for all income received by the Local.
- (j) Provide the Trustees with any information they may need to complete the audit report forms annually supplied by CUPE.
- (k) Have signing authority for the Local, along with other authorized officers.

- (l) Sign all cheques, (with the exception of any made payable to themselves) ensure that the Local's funds are used only as authorized or directed by the Constitution, Bylaws, or vote of the Membership.
- (m) Report to the Executive all employers two (2) or more months in arrears in the payment of Union dues.
- (n) Be booked off as necessary to perform the duties of the Treasurer's office.
- (o) Render assistance to any Members of the Executive as directed by the Executive.
- (p) Be empowered, with the approval of the Executive, to employ necessary clerical or other assistance to be paid out of the Local's funds.
- (q) Prepare an annual budget in consultation with the Executive Board and present to the membership for approval; and
- (r) 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.
- (s) Perform any duties as directed by the Executive Board.

8.5 RECORDING SECRETARY

The RECORDING SECRETARY shall:

- (a) 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.

Ensure that the Executive receive a copy of the Minutes of all General Membership Meeting, Executive or Special Meetings;
- (b) Ensure that a copy of all meetings are received on file;
- (c) Record all alterations in the Bylaws;
- (d) Answer correspondence and fulfill other secretarial duties as directed by the Executive;
- (e) File a copy of all letters sent out and keep on file all communications;

- (f) Ensure the President receives a copy of all documentation as soon as possible, with a copy to the appropriate Executive Members as required;
- (g) Prepare for distribution all notices pertaining to the whole membership or as requested by the President;
- (h) Have all records ready, on reasonable notice, for auditors and Trustees;
- (i) Be empowered, with the approval of the Executive, to employ necessary clerical or other assistance to be paid out of the Local's funds; and
- (j) Render assistance to any Member of the Executive as directed by the Executive.
- (k) Perform any duties as directed by the Executive Board.

8.6 MEMBERSHIP OFFICER

The MEMBERSHIP OFFICER shall:

- (a) Maintain the record of Membership attendance at meetings.
- (b) Perform such other duties as may be assigned by the Executive from time to time;
- (c) 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 by consent of the members present;
- (d) Perform any duties as directed by the Executive Board.

8.7 TRUSTEES

The TRUSTEES shall:

- (a) Act as an Auditing Committee on behalf of the Members and audit the books and accounts of the Treasurer, the Recording Secretary, and the Standing Committees annually; Report their findings in writing to the first General Membership Meeting following the completion of each audit.
- (b) Report their findings in writing to the first General Membership Meeting following the completion of each audit.
- (c) Be responsible to ensure that monies are not paid out without proper Constitutional or Membership authorization.
- (d) Ensure that proper financial reports are made to the Membership;
- (e) Audit the Record of Attendance;

- (f) 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, and report their findings to the Membership;
- (g) 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's Union funds, records, and accounts are being maintained by the Treasurer in an organized, correct, and proper manner;
- (h) Use audit forms supplied by the National Office and send a copy of each yearly audit to the National Secretary-Treasurer in accordance with the CUPE National Constitution.
- (i) Send to the National Secretary-Treasurer, with a copy to the assigned National Representative, the following documents:
 - (1) Completed Trustee Audit Program
 - (2) Completed Trustees' Report
 - (3) Treasurer Report to the Trustees
 - (4) Recommendations made to the President and Treasurer or the Local Union.
 - (5) Treasurer's response to recommendations
 - (6) Concerns that have not been addressed by the Local Union Executive Board.
- (j) Attend Trustee Education as directed by the Treasurer.

8.8 STEWARDS

The STEWARDS shall:

- (a) Encouraged to attend all General Membership Meetings.
- (b) Attend the Executive Meetings in the months of March, June, September, and December with expenses paid as per Section 9.

Where no video conferencing is available, Stewards who reside more than one hundred and fifty (150) kms from Lethbridge must attend one Executive meeting in the month of September.

- (c) Be responsible for the effectiveness of the Collective Agreement with Management in their particular department or sub-department.

- (d) Know the Members under their jurisdiction and keep them informed on matters relating to Union business;
- (e) Represent the Members in grievances brought to their attention, but will attempt to foresee where grievances might occur and attempt to correct the situation before it develops;
- (f) Act as a Union Leader and communicator in their Site, and solicit Membership in the Union for the non-Member;
- (g) Solicit attendance of Members at General and Special Membership Meetings;
- (h) Be required to attend an Introduction to Stewarding course within twelve (12) months or when offered by CUPE.

SECTION 9 – HONORARIUMS AND EXPENSES

9.1 Scheduled Honorariums for Officers:

- President..... \$200.00 monthly
- 1st Vice-President..... \$135.00 monthly
- Treasurer..... \$200.00 monthly
- Recording Secretary \$135.00 monthly
- Site Vice-Presidents..... \$75.00 monthly
- Membership Officer..... \$25.00 monthly
- Stewards \$45.00 per month paid quarterly
- Trustees \$25.00 per Audit Day

9.2 Anyone appointed or elected to an Officer's position shall be paid a pro-rated portion of the scheduled monthly honorarium, as deemed reasonable.

9.3 The Treasurer shall have the right to request a copy of a Member's work schedule, if required.

9.4 Mileage and Committee Expenses:

- (a) An Officer or Committee Member using their personal vehicle on authorized Union business shall be paid at the rate of reimbursement as paid by CUPE Alberta Division per kilometer, in accordance with the mileage chart, where mileage is deemed reasonable and necessary.
- (b) Mileage outside of the City of Lethbridge, Site Vice-Presidents and Stewards will be reimbursed from their Sites.
- (c) Officers travelling over three hundred kilometres (300 kms) may also qualify for single room accommodation and per diems.

- 9.5 Officers and members attending conventions, seminars, conferences, and negotiations held outside their locality requiring at least one-night hotel stay shall be paid:
- (a) Transportation expenses reimbursed to the maximum of the most economical; bus, mileage as defined in 9.04, or rental vehicle, or economy air fare, or as determined by the Executive Board.
 - (b) A seventy-five dollar (\$75.00) in province, or a one hundred dollar (\$100.00) out-of-province per diem;
 - (c) Loss of salary incurred paid to the Employer;
 - (d) Single room accommodation in a motel or hotel; and
 - (e) Childcare costs of thirty dollars (\$30.00) per child per day, to a maximum of sixty dollars (\$60.00) daily, shall be reimbursed upon production of written receipts.
 - (f) One-half (1/2) day per diem if all meals are provided.
- 9.6 Members attending conventions, seminars, conferences, committees, and negotiations held locally shall be paid:
- (a) A twenty-five dollar (\$25.00) per diem.
 - (b) Loss of salary incurred paid to the Employer; and
 - (c) Childcare costs of thirty dollars (\$30.00) per child per day, to a maximum of sixty dollars (\$60.00) daily, shall be reimbursed upon production of written receipts.
 - (d) The per diem is not paid for attending meetings or for representing members on Employer paid time, and is intended to cover costs for incidentals when on Union business.
- 9.7 All expenses, excluding per diem, must be supported by voucher, the respective Employer leave form and receipts.
- 9.8 There shall be no pyramiding of expenses, honorariums or per diems.

SECTION 10 – FEES, DUES AND ASSESSMENTS

- 10.1 Each application for Membership in the Local shall be directed to the Treasurer.
- 10.2 Monthly Dues:
The monthly dues shall be .65 percent above the per capita paid to CUPE National of gross monthly earnings, excluding overtime.

- 10.3 Changes in the levels of the Monthly Dues can be affected only by the following procedure for amendment of these Bylaws (see Section 18), with the additional provision that the vote must be by secret ballot.
- 10.4 Assessments:
Assessments may be levied in accordance with the CUPE 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.

SECTION 11 – NON-PAYMENT OF DUES AND ASSESSMENTS

- 11.1 Any Member in arrears for a period three (3) months or more shall be automatically suspended and their suspension shall be reported to the Executive by the Treasurer. The Treasurer shall report to the next Executive Meeting with a recommendation. Any Member under suspension wishing to be reinstated shall, upon application, plus any dues and assessments in arrears.
- 11.2 No Member shall be obligated to pay dues and assessments while they are:
- (a) On layoff, maternity, paternity, or adoption leave.
 - (b) On unpaid Leave of Absence;
 - (c) In receipt of WCB (when paid directly), or in the process of appeal;
 - (d) On Long Term Disability; or
 - (e) Terminated and reinstated through the Grievance Procedure.

SECTION 12 – NOMINATIONS, ELECTIONS, AND INSTALLATION OF OFFICERS

- 12.1 (a) No nomination shall be accepted unless the member is in attendance at the meeting or has allowed to be filed in writing, duly witnessed by another member. No member shall be eligible for nomination if they are in arrears of dues and/or assessments.
- (b) No nomination of an Executive member shall be accepted if the Member has been removed from office for any reason, including non-attendance at Executive Meetings. This restriction will be lifted after an absence of one (1) term.
- 12.2 A Member may accept nomination for a position while holding office for that or another position. If successful in the election, their resignation from the current position will take effect at that time.

12.3 Nominations shall be called for each office as set out below, for the applicable year:

President:	Two-year term, nominated in April, elected in May at the General Membership Meeting of an even numbered year.
1 st Vice-President:	Two-year term, nominated in April, elected in May at the General Membership Meeting of an odd numbered year.
All Site Vice-Presidents:	Two-year term, nominated and elected at the Site Special Meeting held prior to the May General Membership Meeting of an odd numbered year.
Recording Secretary:	Two-year term, nominated in April, elected in May at the General Membership Meeting of an even numbered year.
Treasurer:	Two-year term, nominated in April, elected in May at the General Membership Meeting of an odd numbered year.
Stewards:	Two-year term, nominated in April, elected in May at their Site in even numbered years; Ratio shall be one (1) Steward per twenty-five (25) people or portion thereof.
Membership Officer:	Two-year term, nominated in April, elected in May at the General Membership Meeting of an odd numbered year.
Trustees:	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. Each year thereafter, the Local Union shall elect one 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 full-term of office has elapsed.

12.4 Elections:

- (a) The President shall, subject to approval of the Membership in attendance, appoint an Election Committee consisting of a Returning Officer and Assistant(s);
- (b) The Committee shall include Members of the Local who are neither Officers nor candidates for office. It shall have full responsibility for voting arrangements and shall treat information submitted to them in connection with their responsibilities as confidential;
- (c) Call for nominations in accordance with Section 12.1 for the applicable Offices;
- (d) The Executive shall determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer;

- (e) The Returning Officer shall be responsible for issuing, collecting, and counting ballots and must be fair and impartial in seeing that all arrangements are unquestionably democratic;
- (f) The vote will be by secret ballot;
- (g) Voting to fill one (1) office shall be conducted and completed and recounts dealt with before balloting may begin to fill another office;
- (h) A majority of votes cast shall be required before any candidate can be declared elected;
- (i) 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.
- (j) A candidate may request a recount of the votes within seven (7) days for any election and a recount shall be conducted by the Elections Committee within fourteen (14) days of the request.
- (k) Voting for members who have been nominated shall take place through the following process:
 - (i) There shall be a poll established at each worksite or through a third party electronic voting platform.
 - a. The platform selected for electronic voting will have demonstrated capability to guarantee the integrity of the vote and the capacity to ensure all voting is secret.
 - (ii) Voting will take place on the day of the General Membership Meeting that the election will take place.
 - (iii) An appropriate time for the poll to be open shall be established by the Election Committee and Site Vice-President.
 - (iv) Each Site Vice-President or alternate as appointed by the Election Committee shall be responsible to present the sealed ballot box, list of voters, unused ballots, etc. to the Election Committee prior to the General Membership Meeting; and

- (v) The Election Committee with the support of the National Representative will count the ballots, initial the results, and present the results to the Members at the General Membership Meeting.

The Committee shall then seal the voter's list and ballots inside the ballot box and return the box to CUPE Local 408's office. These are destroyed after thirty (30) days.

- (vi) Election is determined by a plurality vote; the person with the most votes.
- (vii) When two 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.

12.5 Installation:

All duly elected Officers shall be installed at the meeting that elections are held. The terms of office shall be as indicated in Section 12.3 of these Bylaws.

12.6 By-Elections:

Should an office fall vacant, for any reason, a notice of a By-Election shall be given for a Special Membership Meeting, if deemed necessary.

Should an office fall temporarily vacant for six (6) weeks or more or where the absence is expected to last for six (6) weeks or more, the office shall be temporarily filled by a notice of a By-Election given for a Special Membership Meeting, if deemed necessary.

The Executive may appoint a temporary replacement if the absence is less than six (6) weeks or until a replacement is elected through a By-Election.

SECTION 13 – DELEGATES TO CONVENTIONS. SEMINARS, CONFERENCES AND COMMITTEES

- 13.1 The President and the Treasurer shall have first option to attend the Bi-Annual National Convention, the annual Alberta Division Convention, and the National Sector Meetings. All other delegates to conventions, seminars and conferences shall be chosen by election at Membership Meetings.
- 13.2 Attendance at schools or seminars will be determined by motions made at Membership meetings or as laid out in the Bylaws.
- 13.3 Each Member attending a Convention, conference, school, or seminar on behalf of the Union shall provide, to the next Executive Meeting, a written report that shall be presented at the General Membership Meeting.

SECTION 14 – AFFILIATIONS

14.1 The Local will affiliate with:

- (a) The Alberta Division of the Canadian Union of Public Employees;
- (b) Southern Alberta District Council;
- (c) Alberta Workers Health Centre;
- (d) Alberta Healthcare Employees Committee.

14.2 The decision to affiliate or disaffiliate shall be made at the General Membership Meeting of the Local and shall elect such delegates to attend meetings of said affiliations, where possible, and shall pay the proper fees due.

SECTION 15 – COMMITTEES

15.1 Negotiating Committee

Each Site Committee shall have the option to include the President; otherwise, the Committee will consist of the Site Vice-President, and up to two (2) members. This special ad hoc committee shall be established six (6) months prior to the expiry of the Site's Collective Agreement, and automatically disband 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 CUPE National Representative assigned to the Local shall be non-voting Member formulating proposals, through negotiations, to contract ratification by the Membership.

15.2 Grievance Committee

- (a) When a grievance is not settled in the initial steps provided for in a sites collective agreement, this committee will decide whether or not the grievance should proceed to arbitration.
- (b) The Committee members will be selected from the pool of Stewards on a grievance by grievance basis.

The National Representative assigned to the site shall be a non-voting member of the committee and shall be consulted at all stages.

- (c) The Officer handling the grievance will make a presentation and recommendation to the Committee. The Committee will have the ability to ask the Officer and/or Grievor(s) further questions or for further documentation.
- (d) The Committee will make a recommendation to the Executive Board.

- (e) If the decision is to not proceed, the Grievor(s) may appeal the decision to the Executive Board.

15.3 Special Committee

A special ad hoc committee may be established for a specified purpose and period by the Membership at a meeting. The Members shall be elected at the same or another Membership Meeting or may (by specific authorization of the Membership) be appointed by the President or the Executive. Two (2) Members of the Executive may sit on any Special Committee as ex-officio Members.

15.4 Standing Committees

The Chairperson of each Standing Committee shall be a Member of the Executive and be appointed in January of each year. The Executive may appoint other Members to serve on a committee.

There are two (2) Standing Committees. They are as follows:

- (1) Social Committee (two (2) members)
- (2) Bylaws Committee (three (3) members)

Each Standing Committee shall structure its terms of reference, which shall then be approved by the Executive.

SECTION 16 – SICK, RETIRING OR DECEASED MEMBERS

16.01 Where possible it shall be the responsibility of the Membership to notify the Steward or Executive Member, who will notify the Treasurer, if a Member is affected under this Section.

Sick Member:

A Member who is hospitalized for a period of more than three (3) days shall receive a token gift of a maximum of forty dollars (\$40.00) value, plus GST and delivery. It shall be the Steward or Executive's responsibility to arrange for the ordering of gifts under this Section, and to notify the Treasurer.

Retiring Member:

A Member in good standing shall receive, as recognition of service, ten dollars (\$10.00) per year or any part year of service based on the following:

- Normal or close to retirement;
- Medical reasons;
- Special cases reviewed by the Executive

Each retiree shall be responsible to inform the Recording Secretary of any change of personal address or telephone number.

Deceased Member:

Upon the death of a Member, the Local will make a donation of fifty dollars (\$50.00) to the Foundation at the Members place of employment or a charity of the Family's choice.

SECTION 17 – RATIFICATION PROCESS

- 17.1 A Memorandum of Agreement, once properly signed by the Negotiating Committee authorized to conclude a Memorandum, shall be ratified in the following manner:
- (a) The time, date, and place for the Special Information Meetings, and voting times shall be posted.
 - (b) Following the signing of the Memorandum of Agreement, the Memorandum of Agreement shall be presented in writing at an Information Meeting.
 - (c) Following the Information Meetings there shall be a secret ballot vote at each Site or electronic voting as appropriate.
 - (i) The platform selected for electronic voting will have demonstrated capability to guarantee the integrity of the vote and the capacity to ensure all voting is secret.
 - (d) At the option of each Bargaining Unit Negotiating Committee, the Special Information Meeting may be held at the same time as the secret ballot vote.
 - (e) Each Bargaining Unit Negotiating Committee shall conduct the ratification votes on the Memorandum of Agreement.
 - (f) Ballots shall be placed in one (1) balloting box and counted at the end of the vote.
 - (g) A Memorandum of Agreement needs a majority of the votes cast (50% plus 1) to pass.
 - (h) The results of the vote "YES" or "NO" shall be posted at each Site;

NOTE: In accordance with the CUPE National Constitution, there shall be NO PROXY VOTING OR ADVANCED VOTING.

SECTION 18 – AMENDMENTS

- 18.1 These Bylaws are always subordinate to the CUPE National 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 National Constitution, the latter shall govern. Constitutional interpretation, including the determination of conflict, is the prerogative of the National President.

- 18.2 These Bylaws shall not be amended, added to, or suspended except upon a majority vote of those present and voting at a Regular or Special Membership Meeting following seven (7) days' notice at a previous meeting or at least sixty (60) days' written notice.
- 18.3 No change in these Bylaws shall be valid or take effect until approved by the National President of CUPE.

The validity shall date from the letter of approval of the National President.

SECTION 19 – RULES OF ORDER

- 19.1 All meetings of the Local shall 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 "B". These rules shall be considered as an integral part of the Bylaws and may be amended only by the same procedure used to amend these Bylaws.
- 19.2 In situations not covered by Appendix "B", 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.

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 our 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 we provide 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 of behaviour for participants at national convention, conferences, schools, meetings, and any other union events organized by CUPE National, Local 408, or any other CUPE chartered body. 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.
- Take responsibility for not engaging in inappropriate behaviour due to use 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 the 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 national 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 CUPE chartered organization, the complaint shall be referred to the person responsible for their employment.
5. 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 a National event, the National President shall receive a report on the matter. For 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. For other events, the presiding officer shall consult 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 General Vice-President will be the Chairperson at the membership meeting. In the absence of the President and General Vice-President, the Recording Secretary will be the Chairperson at the membership meeting. In the absence of the President, General 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 (5) 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 (15) minutes. With the agreement of the members present, the fifteen (15) 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 (2/3) 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 (2) 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 (6) 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 (15) 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 (2) 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 (2/3) majority of members who vote. If two-thirds (2/3) 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 General 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' – PERSONAL INFORMATION POLICY

This policy applies to CUPE Local 408 and has been adopted pursuant to the *Personal Information Protection Act (PIPA)*, S.A. 2003, c. P-6.5.

1. CUPE Local 408 has a Privacy Coordinator to look after the protection of information under *PIPA*. The Privacy Coordinator can be reached at:

(Name)
(Address)
(Phone)
(Fax)
(Email)
2. The Privacy Coordinator is responsible for handling questions and requests for information from members and making recommendations to the Executive for the handling and protection of information.
3. CUPE Local 408 collects “personal information” as defined in *PIPA* in order to communicate with its members and fulfill its obligations under the collective agreement and the *Labour Relations Code*, RSA 2000, c L-1 (the “Code”).
4. Membership information is not shared with any other organization other than as is necessary to comply with the CUPE Constitution, bylaws of the Local, as necessary to further the interest of the membership, or as otherwise required or permitted by law.
5. Pursuant to s.14 (c.1) of *PIPA*, CUPE Local 408 is entitled to collect personal information about an individual without the consent of that individual if the collection of the information is necessary to comply with the collective agreement.
6. Pursuant to s.17 (c.1) of *PIPA*, CUPE Local 408 is entitled to use personal information about an individual without the consent of that individual if the use of the information is necessary to comply with the collective agreement.
7. Pursuant to s.20 (c.1) of *PIPA*, CUPE Local 408 is entitled to disclose personal information about an individual without the consent of that individual if the use of the information is necessary to comply with the collective agreement.
8. Furthermore, in the event of a labour dispute, CUPE Local 408 is entitled to collect, use and disclose of personal information consistent with ss. 14.1, 17.1 and 20.1 of *PIPA*.
9. It is the Local’s policy to avoid the unnecessary collection of information.
10. Personal information will not be retained unnecessarily consistent with s. 35 of *PIPA*.
11. CUPE Local 408 will take reasonable steps to ensure that all personal information it receives, and collects is kept secure from theft, unauthorized access, use, and unwarranted disclosure.

12. CUPE Local 408 will take reasonable steps to ensure that information used in decision-making or disclosed to third parties is accurate and complete.
13. Under *PIPA*, members have the right to access their personal information, with some exceptions. The Privacy Coordinator will be responsible for responding to requests for information and requests to correct information. Requests for information or for correction must be made in writing to the Privacy Coordinator. The Privacy Coordinator will respond to requests consistent with the requirements under *PIPA*.
14. Fees may be charged under *PIPA* for access to “personal information,” and may include costs incurred by the Local of finding and copying such information. Fees will be kept to a minimum. Before compiling the personal information, an estimate of fees to be charged may be given.
15. Any decision of the Privacy Coordinator may be appealed to the Executive or its delegate(s). CUPE Local 408 will make every reasonable effort to resolve any dispute without the need to involve the Privacy Commissioner under *PIPA*.