



C.U.P.E. 46

CUPE

**CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 46**

BY-LAWS

Approved October 15, 2021



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CONSTITUTION AND BY-LAWS CUPE LOCAL 46

PREAMBLE

YOU ARE THE UNION!

In order to improve the social and economic welfare of its members without regard to sex, colour, race or creed, to promote efficiency in public Employment and to manifest its belief in value of the unity of organized Labour, this local of the Canadian Union of Public Employees (hereafter referred to as CUPE) has been formed.

The following By-laws are adopted by the Local, pursuant to, and to supplement, Appendix "B" of the CUPE Constitution, to safeguard the rights of all members, to provide for responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

OBJECTIVES

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 Constitution;
- (c) provide the opportunity for its members to influence and shape their future through free democratic trade unionism;
- (d) Eliminate harassment and discrimination of any sort or on any basis; for the quality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, gender identity, gender expression, marital status, family status, source of income, sexual orientation, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears;
- (e) encourage the settlement by negotiation and mediation of all disputes between the members and their employers;
- (f) establish strong working relationships with the public we serve and the communities in which we work and live.

ARTICLE 1 - NAME

- (A) This organization shall be known as:

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 46

ARTICLE 2 - OFFICERS

- (A) The Executive Officers of this Union shall be:
- (i) President
 - (ii) Vice-President
 - (iii) Secretary-Treasurer
 - (iv) Recording Secretary
- (B) The Executive of this Union shall be:
- (i) President
 - (ii) Vice-President
 - (iii) Secretary-Treasurer
 - (iv) Recording Secretary
 - (v) Six (6) Executive Members from the City of Medicine Hat
 - (vi) One (1) Chief Shop Steward from each Sub Unit
- (C) The Executive shall hold title to any real estate of the local as trustees for the local. They shall have no right to sell, convey or encumber any real estate without first giving notice and then submitting the proposition to a membership meeting and having it approved.
- (D) All charges against officers or members shall be made in writing and dealt with in accordance with Article B.XI of the National Constitution.

ARTICLE 3 - ELIGIBILITY FOR NOMINATION

- (A) To be eligible for nomination for the EXECUTIVE OFFICER positions and the six (6) EXECUTIVE MEMBER positions, a member shall:
- (i) Have twelve (12) months continuous unionized employment in one or a combination of CUPE Local 46 Employers.
 - (ii) Have attended at least fifty percent (50%) of the General Membership Meetings held in the previous twelve months.
 - (a) In order for a member to have their absence justified from a General Membership Meeting, the member must forward to an Executive Officer, their reason for absence prior to the start of the meeting. The reason shall then be presented to the Executive for approval and presented to the General Membership at the next meeting. A member can only have their absence excused once in the previous twelve-month period.
 - (iii) Be in attendance at the General Membership Meeting, or forward to the General Membership Meeting a signed consent in writing, duly witnessed by another member.
 - (iv) Have a valid Union card.

- (v) Be a member in good standing as per Article 12(E).
- (B) To be eligible for nomination for the positions of WARDEN and the three (3) TRUSTEE positions, the following Articles shall apply: 3(A) (i), (iii), (iv) and (v).

ARTICLE 4 – NOMINATIONS

For the purpose of conducting the annual elections, the President shall, subject to the approval of the members at the regular January meeting of every year, appoint one Returning Officer and two Assistant Returning Officers who will not be candidates for office and will preside over the nomination meeting and the election meeting, with the assistance of the CUPE National Representative, and shall form the Electoral Committee. The National Representative will conduct the actual election.

- (i) A nomination meeting for the Executive positions, with the exception of the Chief Shop Stewards for Sub Units who are elected as per Article 8(B), shall be held in conjunction with the scheduled General Meeting in January of each year. Only names or nomination letters put forward at this meeting shall be eligible to be listed on the ballots.
 - (a) If sufficient names or nomination letters are not received at the January General Meeting, then nominations will be accepted from the floor at the April General Meeting.
 - (b) In the event this meeting is cancelled due to lack of quorum, nominations will be accepted at this meeting by a letter of nomination.
- (ii) If work or other reasons precludes a member from attending this meeting, a letter of nomination signed by the nominee and witnessed by two members must be forwarded to a Returning Officer or the CUPE National Representative on or before the nomination meeting. This nomination letter will only be accepted if the member meets the criteria outlined in Article 3.
- (iii) Members may be nominated for more than one position but shall be able to hold only one Executive position.
- (iv) The Returning Officer and the Assistant Returning Officer(s), with the assistance of the CUPE National Representative, shall process the nominations and make preparation for the election, including preparing the ballots.

ARTICLE 5 - ELECTIONS

(A) Nominations shall be called for each office in the following order:

- (i) **IN THE EVEN NUMBERED YEARS:**
 - (a) President
 - (b) Recording Secretary
 - (c) Three (3) Executive Members for a two (2) year term
 - (d) One (1) Warden
 - (e) One (1) Trustee for a three (3) year term

- (ii) **IN THE ODD NUMBERED YEARS:**
 - (a) Vice-President
 - (b) Secretary-Treasurer
 - (c) Three (3) Executive Members for a two (2) year term
 - (d) One (1) Trustee for a three (3) year term
 - (iii) Each member voting shall be required to vote for the full number of candidates.
 - (iv) Trustees shall be elected so that one (1) shall serve for a period of three (3) years, one (1) for two (2) years, and one (1) for (1) one year.
 - (v) Each year thereafter, the Local Union shall elect one (1) Trustee for a three (3) year period or, in the case of vacancies occurring, elect Trustees to fill only the unexpired terms.
 - (vi) All positions shall be filled by election at the General Membership Meeting with the exception of the Chief Shop Stewards, who shall be elected by their respective Unit as per Article 8(B).
 - (vii) Each candidate may appoint a Scrutineer.
 - (viii) When a nomination is closed, a ballot shall be taken and the candidate receiving the majority of votes shall be declared elected,
 - (a) 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.
 - (b) In the event of a tie, a second and subsequent ballot(s) will be taken, if necessary, until a candidate receives a majority of votes.
 Any candidate may appeal for a recount of votes at the election meeting.
 - (ix) In the event of a vacancy in any office the position shall be filled by election at the next General Membership Meeting, with the exception of the Chief Shop Stewards, which will be elected as per Article 8(B).
 - (x) No person can hold two Officer Positions in the Local.
 - (xi) Any Executive, missing three (3) consecutive Executive or three (3) consecutive General Membership Meetings, without having submitted an acceptable reason for such absence before the next corresponding meeting, his/her office shall be deemed to be declared vacant and shall be filled by election at the next General Membership Meeting.
- (B) (i) Elections shall be held at the General Membership Meeting in April each year by secret ballot.
 - (ii) If work or other reasons precludes a member from attending this meeting, a letter of nomination signed by the nominee and witnessed by two members must be forwarded to a Returning Officer or the CUPE National Representative on or before the election meeting. This nomination letter will only be accepted if the member meets the criteria outlined in Article 3.
 - (iii) Executive elected shall take office upon adjournment.
 - (iv) Any vacant position created as a result of an incumbent being elected to another position at the election meeting shall be filled at the same general meeting.
 - (v) All candidates shall have three minutes if they wish to address the membership.

- (C) (i) If necessary ballots shall be prepared by the Electoral Committee, listing the Executive Officer positions and the names of all persons running for each position. Names shall be listed in alphabetical order on each ballot.
- (ii) Ballots will be mailed out to all members in good standing.
- (iii) The Electoral Committee shall be the only individuals collecting ballots and will ensure that the final ballots are picked up at the post office on the Monday before Election Day by 4:00 pm. No other ballots received after this date and time will be counted.
- (iv) The Electoral Committee will open the ballot envelopes on election day to prepare for counting.
- (v) A special mailbox shall be acquired for the duration of the mail in ballot process. Only ballots received in this special mailbox will be counted.
- (vi) In the event of a tie on mail in ballots for any Executive Officer position a second and subsequent ballot will be held during the April General Membership Meeting.

ARTICLE 6 - DUTIES OF EXECUTIVE

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

(A) PRESIDENT

- (i) It shall be the duty of the President to preside at all General Membership meetings of the Local and all Executive Meetings and to enforce the Constitution and By-laws.
- (ii) The President, or designate, shall be the spokesperson for the Union and shall have the option to attend all committee meetings, conventions, seminars, and conferences in addition to the delegates outlined in Article 11(D).
- (iii) The President shall sign all official documents and shall be one of the signing officers for the disbursement of funds.
- (iv) The President shall have the ability to appoint Executive to fulfill the duties of an absent Executive Officer(s).
- (v) The President shall perform the duties of the Secretary Treasurer in the absence of that Executive Officer, and, in the case of the resignation or death of the Secretary Treasurer until such vacancy is filled by an election at the next General Membership Meeting.
- (vi) The President shall be responsible for introducing new members and conducting them through initiation.

(B) VICE-PRESIDENT

- (i) The Vice-President shall perform the duties of the President in the absence (secondment, vacation, illness etc.) of that Executive Officer up to and including 10 consecutive working days without permanent book off or receipt of the premium in Article 15(A) (i).

- (ii) The Vice-President shall perform the duties of the President in the absence (secondment, vacation, illness etc.) of that Executive Officer in excess of 10 consecutive working days with a minimum of 2 days of book-off subject to Employer approval per week with no receipt of the premium in Article 15(A) (i).
- (iii) The Vice-President shall perform the duties of the President in the case of leave of absence in excess of 90 calendar days, in the case of resignation or death of the President until such vacancy is filled by an election at the next General Membership Meeting and shall receive full time book off and the premium in Article 15(A) (i).
- (iv) In the absence of the President it shall be the duty of the Vice-President to preside at all Executive Meetings and at the General Membership Meetings of the Local.
- (v) In the absence of the President, the Vice-President shall act as President.
- (vi) The Vice-President shall be one of the signing officers for official documents and disbursement of funds.
- (vii) The Vice-President shall be allowed book-off of up to two (2) days per month or as required to conduct business of the Local.

(C) SECRETARY-TREASURER

- (i) It shall be the duty of the Secretary-Treasurer to attend all Executive and General Membership Meetings of the Local and to give a monthly written Secretary-Treasurer's Report at the General Membership Meetings detailing all income and expenditures for the period.
- (ii) Throughout the Secretary-Treasurer's term, and on behalf of the Local Union membership, be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents. Authorizations, invoices and/or vouchers for every disbursement made, receipts for all money sent to CUPE headquarters, as well as records for all income received by the Local Union.
- (iii) The Secretary-Treasurer shall maintain a proper system of bookkeeping and shall pay all bills authorized by the membership.
- (iv) The Secretary-Treasurer shall sign all cheques 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. In consultation with the Executive, designate a signing officer during absences.
- (v) The Secretary-Treasurer shall submit the Local's books and records of all accounts to the Trustee's for audit at least once each calendar year. In addition, the Secretary-Treasurer must within a reasonable amount of time, respond in writing to any recommendations and concerns raised by the Trustees.
- (vi) The Secretary Treasurer shall be allowed book-off of up to two (2) days per month or as required to conduct business of the Local.
- (vii) Any Secretary-Treasurer that does not qualify for bond shall be disqualified from office and a new election held.

- (viii) The Secretary Treasurer shall maintain and have approved at a General Membership meeting following each change or addition, a mileage chart based on AMA Triptik. Mileage will be calculated based on a membership approved route following main roads, not necessarily the shortest distance.
- (ix) Act as Privacy Coordinator as per Appendix "C"
- (x) No later than February 28th of each year provide each member with a T4A statement showing the net amount of out of pocket paid during the proceeding calendar year.
- (xi) Send a copy of the completed audit report (on the prescribed form provided by the National Secretary-Treasurer), as well as a copy of the Trustee's report to the Local Union members along with a copy of the Trustee's recommendations and / or concerns to the President and Secretary-Treasurer and the Secretary-Treasurer's response, to the National Secretary-Treasurer of the Canadian Union of Public Employees, with a copy to the assigned servicing representative.

(D) RECORDING SECRETARY

- (i) It shall be the duty of the Recording Secretary to attend all Executive and General Membership Meetings of the Local and to keep full, accurate and impartial account of the proceedings of all regular or special membership and Executive meetings.
- (ii) The Recording Secretary shall review all correspondence and refer it to the Executive Officers at the Executive Meeting for recommended action.
- (iii) The Recording Secretary shall maintain an attendance tracker for schools, training, conventions, etc. on behalf of the Local.
- (iv) The Recording Secretary shall include a copy of the full financial report presented by the Secretary-Treasurer with the record of all Membership Meeting minutes. The annual Trustees Report shall also be included following the completion of the audit.
- (v) The Recording Secretary shall be one of the signing officers for the distribution of funds.
- (vi) The Recording Secretary shall be allowed book-off of up to two (2) days per month or as required to conduct business of the Local.

(E) EXECUTIVE

- (i) It shall be the duty of the Executive to attend all Executive and General Membership Meetings of the Local.
- (ii) Executive shall have general supervision of the affairs of the Local and may make recommendations at the Executive Meetings.
- (iii) Executive shall perform other duties as may be assigned by the President, shall be willing to accept positions on Committees, and be available to represent the Local when delegated to do so.
- (iv) It shall be the duty of the Executive to decide, in conjunction with the National Representative and the Legal and Legislative Representative whether or not grievances are forwarded to arbitration. Once a decision

is made, the affected grievor(s) shall have the option to appeal the decision at the next Executive Meeting.

(F) EXECUTIVE MEMBERS/CHIEF SHOP STEWARDS

- (i) It shall be the duty of the Executive Members and Chief Shop Stewards to represent their membership at the Executive and General Membership Meetings.
- (ii) Chief Shop Stewards may handle grievances of their Unit with the assistance of the Executive Officer assigned to their Unit.
- (iii) Executive Members shall actively participate in investigation, management and grievance meetings as required.
- (iv) Executive Members and Chief Shop Stewards are responsible to report to the Executive and General Membership Meetings on activities of their membership/department.
- (v) Executive Members and Chief Shop Stewards are responsible to ensure that any issues arising, or action required by the Executive Officers are addressed at the monthly Executive Meeting.
- (vi) Attend training as requested by the Executive Officers.

(G) SHOP STEWARDS

- (i) Shop Stewards may represent the union in departmental meetings.
- (ii) Shop Stewards may conduct orientation of new members within their department.
- (iii) Shop Stewards may process grievances within their department with an Executive Officer or their respective Chief Shop Steward.
- (iv) Shop Stewards may attend investigation and Step 1 meetings and forward all relevant documentation to the President or their respective Chief Shop Steward.
- (v) Attend training as requested by the Executive Officers.

(H) WARDEN

- (i) It shall be the duty of the Warden to attend all General Membership Meetings of the Local.
- (ii) It shall be the duty of the Warden to keep a record of all members at the General Membership Meetings of the Local.
- (iii) The Warden shall admit no one but members in good standing except on the order of the President and by consent of the members present.
- (iv) The Warden shall perform other duties as may be assigned by the President from time-to-time.
- (v) The Warden shall be responsible for preparation and cleanup of the meeting room.

(I) TRUSTEES

- (i) The Trustees shall act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary, and the standing committees annually.
- (ii) The Trustees shall make a written report of their findings to the first General Membership Meeting following the completion of each audit.
- (iii) The Trustees shall submit in writing to the President and Secretary-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 Secretary-Treasurer in an organized, correct, and proper manner.
- (iv) The Trustees shall be responsible to ensure that monies are not paid out without proper constitutional or membership authorization.
- (v) The Trustees shall ensure that proper financial reports are made to the membership.
- (vi) The Trustees shall audit the record of attendance.
- (vii) The Trustees shall 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.
- (viii) The Trustees shall conduct an audit of the books within one month following any change in the Secretary-Treasurer position, with the past and new Secretary-Treasurers in attendance.

(J) All signing Officers of Local 46 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.

ARTICLE 7 - INSTALLATION OF OFFICERS

(A) The oath of newly elected officers shall be:

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 8 – SHOP STEWARDS

(A) (i) In December of even years, posters shall be sent to all City of Medicine Hat Departments of CUPE Local 46 notifying them to nominate their Shop Stewards and forward the names to the Executive. Any required elections will be held for the department concerned in February and the successful member will serve as Shop Steward for a two (2) year term.

- (ii) In the case of the resignation or death of a Shop Steward, the position shall be filled at a by-election held within the affected department.
- (B) (i) In January of each year, Units shall hold a meeting to elect one (1) Chief Shop Steward in even years and one Shop Steward in odd years, each for a two-year term. Those names shall then be put forward at the General Membership Meeting in February to be added to the list of officers.
- (ii) In the case of the resignation or death of a Chief Shop Steward or Shop Steward, the position shall be filled at a by-election held within the affected Unit.

ARTICLE 9 – MEETINGS

- (A) The first Executive Meeting of CUPE Local 46 shall be held the first Wednesday of each year commencing at 7:00 p.m. The exact dates for the years meetings will then be set by the Executive at that meeting. If the Executive meeting falls on a Statutory Holiday, the meeting shall be held the following Wednesday.
 - i) The Executive shall meet no less than eight (8) times per year.
- (B) The General Membership meeting of CUPE Local 46 shall be held on the second Tuesday of each month with the exception of July and August of each year commencing at 7:00 p.m. An annual poster shall be put out, in September, notifying the members of the General Membership meeting dates. If the General Membership Meeting falls on a Statutory Holiday, the meeting shall be held the following Tuesday.
- (C) Special meetings may be called at the discretion of the Executive or on a written request of fifteen (15) members, in good standing, who have signed a Union Card and are paying dues at the time. The purpose of calling the special meeting must be put in writing and signed by fifteen (15) members. Members, at whose request the meeting is called, must be present at the said meeting. No business but that mentioned in the written request may be discussed at the specially called meeting. All members are to be notified of the meeting by poster with a minimum of seven (7) calendar days' notice.
- (D) The Executive will provide seven (7) calendar days' notice of any change to the meeting dates as outlined in Article 9(A) and 9(B).
- (E) For the months of July and August of each year the Executive shall have the ability to conduct the business of the local and report to the Membership at the next General Membership meeting.

ARTICLE 10 – QUORUM

- (A) No Union business shall be transacted at a General Membership Meeting or Executive Meeting without a quorum being present. The following shall constitute a quorum:
- (i) Ten (10) members, including not less than 50% of the Executive which must include at least two (2) Executive Officers for the General Membership Meetings, and
 - (ii) Fifty percent (50%) of the Executive, which must include two (2) Executive Officers for the Executive Meetings.

ARTICLE 11 – COMMITTEES AND DELEGATES TO COMMITTEES

- (A) (i) To be eligible for positions on standing committees and special committees, a member must comply with the conditions in Article 3(A) (i), (iii), (iv) (v).
- (ii) To be eligible for positions on outside committees, a member must comply with the conditions in Article 3(A).

(B) STANDING COMMITTEES

- (i) Standing committees shall be established on the recommendation of the Executive.
- (ii) Positions on standing committees shall be filled by election in April of each year.
- (iii) Positions on standing committees with three (3) or more members to be elected shall be elected to serve three (3) year, two (2) year and one (1) year terms.
- (iv) Positions on standing committees with less than three (3) members to be elected shall be elected annually or per project.
- (v) The Chairman of each Committee, or designate, shall attend General Membership Meetings and present a report and may make recommendations.
- (vi) Executive Officers shall be ex-officio members on all standing committees.

(a) **Social Committee – Six (6) Members**

Six (6) members shall be elected - two (2) shall serve for a period of three (3) years, two (2) for two (2) years, and two (2) for one (1) year.

- The Chairman shall be selected by the Committee.
- Out-of-pocket expenses shall be paid as per Article 15(H).

(b) **Communications Committee – One (1) Member**

One (1) member shall be elected at the April General Membership Meeting every two (2) years in the even numbered years.

Out-of-pocket expenses paid shall be twenty-five dollars (\$25.00) monthly.

(C) **SPECIAL COMMITTEES**

- (i) Executive Officers may establish special committees.
- (ii) Positions on special committees shall be filled by appointment and / or election as outlined in each individual collective agreement.
 - (a) Joint Job Evaluation Committee:
City of Medicine Hat – by membership election in April for 3, 2 and 1-year terms.
 - (b) Group Benefits Committee:
City of Medicine Hat/Medicine Hat Public Library Joint Committee – President or designate and Library Chief Shop Steward or designate.

(D) **DELEGATES TO OUTSIDE COMMITTEES**

- (i) Delegates to outside committees shall be elected in April of odd years for a two (2) year term with voting status as per the individual committee bylaws.
 - (a) **Southern Alberta District Council** – Two (2) Delegates
 - (b) **Alberta Municipal Employees Committee** – Two (2) Delegates
 - (c) **Medicine Hat and District Labour Council** – Two (2) Delegates
 - (d) **Labour Society** – Two (2) Delegates
 - (e) **Alberta Federation of Labour** – Two (2) Delegates
 - (f) **Alberta Health Employees Committee** – Two (2) Delegates
 - (g) **Alberta Library Employees Committee** – Two (2) Delegates
- (E) Any officer, delegate or member of a Committee unable to attend scheduled meetings shall notify an Executive Officer.

ARTICLE 12 – INITIATION, RE-ADMITTANCE FEE AND MEMBERSHIP DUES

- (A) The initiation fee of this Union shall be two dollars (\$2.00) for each person. The re-admittance fee of this Union shall be two dollars (\$2.00).
- (B) Union dues shall be decimal sixty-five percent (.65%) over the amount of the per capita tax levied by CUPE National of the regular wages for each person covered by Local 46. Members of this Local shall be exempt from payment of dues while on carrier paid disability leave, lay-off, or approved leave without pay.
- (C) Special assessments may be levied in accordance with Article B.4.2 of the Canadian Union of Public Employees Constitution.
- (D) The regular monthly dues shall be established or altered by the Local Union only at a regular or special membership meeting, provided that at least seven (7) days' notice at a previous meeting or at least sixty (60) days written notice has been given.

- (E) A member in good standing includes any person who has fulfilled the requirements for membership by signing a Union card and paying their initiation fee, one who neither has voluntarily withdrawn from membership nor has been expelled or suspended from membership or one who is in arrears of their Union dues to CUPE Local 46.

ARTICLE 13 - ORDER OF BUSINESS

1. Call Meeting to Order (President)
2. Land Acknowledgement
3. Roll Call of Officers (Recording Secretary)
4. Equality Statement
5. Initiation of New Members
6. Read and Approve Minutes of Previous Meeting (Recording Secretary)
7. Secretary-Treasurer's Report (Secretary-Treasurer)
8. Communications and Bills
9. Report of Officers, Delegates and Committees
10. Nominations, Elections and Installations
11. Unfinished Business
12. New Business
13. Good of the Union
14. Adjournment

ARTICLE 14 - DELEGATES AND EXPENSES

- (A) The President and the Executive Officers, shall be delegates to all conventions, seminars and conferences (if they so choose) that the membership sees fit to send delegates to. Any other delegates and the number of delegates shall be decided by election at a General Membership Meeting. Delegates elected, or appointed, to fill numbers specified shall meet the requirements of Article 3(A) (i), (ii), (iv) and (v).
- (B) Delegates to schools shall be appointed at the discretion of the Executive and shall be reported at the General Membership Meeting. Meeting attendance requirement may be waived.
- (C) If quorum is not met for elections of delegates to conventions, seminars and conferences, the President may appoint members to attend, subject to approval by the Executive.
- (D) All delegates to conventions, seminars, conferences, schools, and meetings held outside the City of Medicine Hat shall have included:
- (i) Transportation expenses [see 14 (F)].
 - (ii) A per diem allowance of seventy-five dollars (\$75.00) in province and one-hundred and twenty-five dollars (\$125.00) for out of province per day shall be paid on the first day of travel up to and including the last day of travel.

There will be one-half (1/2) the regular per-diem paid on travel “to” conventions, seminars, conferences, and schools within a two (2) hour traveling distance when traveling by ground transportation. A per diem allowance of forty dollars (\$40.00) will be paid when all meals are provided.

- (iii) Hotel accommodation (an amount equal to a single room in a motel or hotel, at convention rates), when required.
- (iv) Lost wages on a regular scheduled working day.
- (v) Function tickets included with registration fees.
- (vi) Receipted cab fares from airport to hotel and return, plus other justifiable cab fares.
- (vii) Any airport or parking charges incurred.
- (viii) Receipted Child/Elder care at the same rate and requirements as set out by CUPE Alberta Division.

CUPE Local 46 will top-up per diem paid to members receiving per diem from any other affiliate, when attending meetings, schools, or conventions, on behalf of CUPE Local 46, to equal the per diem of CUPE Local 46.

- (E) All delegates to conventions, seminars, conferences, schools and meetings held within the City of Medicine Hat shall be paid:
 - (i) a per diem of twenty dollars (\$20.00) for meetings up to four (4) hours or less or;
 - (ii) a per diem of forty dollars (\$40.00) for meetings over four (4) hours and;
 - (iii) compensation for any loss of salary incurred by attendance and;
 - (iv) reimbursement for receipted Child/Elder care at the same rate and requirements as set out by CUPE Alberta Division.

No travel allowance shall be paid within the City of Medicine Hat.

- (F) Payment for transportation shall be either:
 - (i) A member’s own vehicle with the Union paying for the total number of kilometers (km) times the current prescribed rate as set by Canada Customs and Revenue Agency. This amount is readjusted at the beginning of every year.
 - (ii) Car Rental, including all associated costs for the rental, plus gasoline, or
 - (iii) Plane fare – if the Executive consider the distance to be too far to drive.

The Executive will review the costs, taking into consideration the number in the party, distance to be traveled and any extenuating circumstances and will then recommend the mode of transportation.

- (G) Attendance to out of town schools will only be considered if it is for relevant training for the attendees’ position in the Local.

- (H) The Executive shall appoint from the attendees to conventions, seminars, conferences, schools and meetings, a member to submit a report to the membership at the next General Membership meeting following attendance. Failure to do so may prevent future attendance.

ARTICLE 15 –OUT OF POCKET EXPENSES

- (A) The position of full-time President shall not receive any out of pocket or per diem for any in-town meetings. In place of per diem, the President will receive lieu-time, at time and a half (1 ½) or all time spent over 40 hours per week. This position will also be paid mileage at the prescribed rate issued by Revenue Canada for all vehicle mileage pertaining to Union business.
- (i) Full-time president shall be paid the greater of thirty-five dollars (\$35.00) per hour, or twenty percent (20%) above their classified rate of pay. This costing shall be paid by the Union.
- (B) The positions of Vice-President, Secretary–Treasurer and Recording Secretary shall be paid two hundred and fifty dollars (\$250.00) monthly out-of-pocket expenses. Anyone taking over the duties of these Executive Officers shall be paid the same as that Executive Officer for that month.
- (C) The Executive Members and Chief Shop Stewards shall be paid seventy dollars (\$70.00) monthly out-of-pocket expenses upon receipt of all required detailed written reports and their completed expense voucher.
- (D) Executive (with the exception of the Full Time President), Chief Shop Stewards and Shop Stewards shall receive twenty-five dollars (\$25.00) for their attendance at any meeting of four (4) hours or less and fifty dollars (\$50.00) for their attendance at any meeting of over four (4) hours to cover incidentals. However, if any member is being paid their wages, they will not receive payment for attending meetings. This allowance does not include Executive Meetings and General Membership Meetings.
- (E) The Warden shall be paid thirty dollars (\$30.00) when in attendance at the monthly General Membership Meeting. Any Executive who assumes the duties of the warden will receive the thirty dollars (\$30.00).
- (F) No Executive Officer, Executive, Chief Shop Steward or Shop Steward shall receive compensation for their attendance at the monthly General Membership Meeting. However, if any Executive takes over the duties of the Recording Secretary for either the Executive or General Membership Meetings, they will receive twenty-five dollars (\$25.00).
- (G) The Trustees shall be paid thirty dollars (\$30.00) per auditing session.

- (H) The Social Committee members shall be paid seventy-five dollars (\$75.00) yearly and one day in-town per diem of sixty dollars (\$60.00) on the day of the approved event, plus twenty-five dollars (\$25.00) per meeting to plan events.
- (I) All claims in Article 15(B) through (H) must be submitted for reimbursement within 30 calendar days or it will be forfeited.
- (J) The Joint Job Evaluation Committee (JJEC) members shall be paid out-of-pocket expenses as follows:

Twenty-five dollars (\$25.00) for each Joint Job Evaluation application/review done outside of working hours to be claimed within two (2) months.

ARTICLE 16 - GOOD OF THE UNION

- (A) All retiring members, who have been a member of CUPE Local 46 for a minimum of five (5) consecutive years, shall receive a wall plaque, and a cheque equivalent to ten dollars (\$10.00) per year of service rounded up to the next higher year of service since the members last continuous employment in a Unionized position. In addition, they will receive two free tickets to an annual banquet, following retirement.
- (B) City departments and Units of CUPE Local 46 shall receive once per year, if requested, CUPE promotional items with a value of up to seventy-five dollars (\$75.00).

ARTICLE 17 - CHANGES IN THE CONSTITUTION

- (A) These By-laws shall not be amended, added to, or suspended except upon a 2/3's majority vote of those present and voting at a General or Special Membership Meeting following seven (7) days' notice at a previous meeting or at least sixty (60) days written notice.
- (B) No change in these By-laws shall be valid and take effect until approved by CUPE National. The validity shall date from the letter of approval of the National President.

ARTICLE 18 - NATIONAL CONSTITUTION

These By-laws shall not conflict with the National Constitution. In the event of a conflict between these bylaws and the National Constitution the later should govern.

APPENDIX "A" TO THE BYLAWS OF CUPE LOCAL 46

RULES OF ORDER

1. The President or, in his absence, the Vice-President, shall take the chair at all membership meetings. In the absence of both the President and Vice-President, the Recording Secretary shall act as President, and in his absence a President pro-tem shall be chosen by the Local.
2. No member, except the Chairperson of a committee making a report or the mover of a resolution, shall speak more than five minutes, or more than once on the same question without the consent of the meeting or until all who wish to speak have had an opportunity. Chairpersons and movers of a resolution shall be limited to fifteen minutes, except with the consent of the meeting.
3. The President shall state every question coming before the Local, and before allowing debate thereon, and again immediately before putting it to a vote, shall ask: "Is the Local ready for the question?" Should no member rise to speak, the question shall then be put.
4. A motion to be entertained by the presiding officer must be moved and seconded; both mover and seconder must rise and be recognized by the chair.
5. A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.
6. On motion, the regular order of business may be suspended by a two-thirds vote of those present, to deal with any urgent business.
7. All resolutions and motions other than those named in Rule 17, or those to accept or adopt the report of a committee, shall, if requested by the presiding officer, be presented in writing before being put to the Local.
8. At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.
9. Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
10. When a member wishes to speak on a question or to make a motion, he shall rise in his place and respectfully address the presiding officer, but, except to

state that he rises to a point of order or on a question of privilege, he shall not proceed further until recognized by the chair.

11. When two or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.
12. Every member, while speaking, shall adhere to the question under debate and avoid all personal, indecorous, or offensive language, as well as any poor reflection on the Local or member thereof.
13. If a member, while speaking, is called to order, he shall cease speaking until the point is determined; if it is decided he is in order, he may again proceed.
14. No religious discussion shall be permitted.
15. The President shall take no part in debate while presiding but may yield the chair to the Vice-President in order to speak on any question before the Local, or to introduce a new question.
16. The presiding officer shall have the same rights as other members to vote on any question. In case of a tie, he may in addition give a casting vote, or, if he chooses, refrain from breaking the tie, in which case the motion is lost.
17. When a motion is before the Local, no other motion shall be in order except (1) to adjourn (2) to put the previous question (3) to lay on the table (4) to postpone for a definite time (5) to refer (6) to divide or amend, which motions shall have precedence in the order named. The first three of these shall be decided without debate.
18. A motion for the previous question, when regularly moved and seconded, shall be put in this form: "Shall the main question be now put?" If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution, as amended, shall be put to the Local.
19. A motion to adjourn is in order except (1) when a member has the floor, and (2) when members are voting.
20. A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the Local, until fifteen minutes have elapsed.
21. After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken, and the Secretary shall count same.
22. If any member wishes to challenge (appeal) a decision of the chair, he must do so at the time the decision is made. If the challenge is seconded, the member

shall be asked to state briefly the basis for his challenge. The Chairperson may then state briefly the basis for his decision, following which the Chairperson shall immediately and without debate put the question: "Shall the decision of the chair be sustained?" A majority vote shall decide except that in the event of a tie the chair is sustained.

23. After a question has been decided, any two members who have voted in the majority may, at the same or next meeting, move reconsideration thereof.
24. No member shall enter or leave a meeting during the reading of the minutes, the initiation of new members, the installation of officers, or the taking of a vote; and no member shall be allowed to leave without the permission of the Vice-President.
25. The Local's business, and proceedings of meetings, are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

APPENDIX "B" TO THE BYLAWS OF CUPE LOCAL 46

The Units of CUPE Local 46 are:

- The City of Medicine Hat
- The Town of Redcliff
- The Cypress View Foundation
- The Medicine Hat Public Library
- The Medicine Hat Community Housing Society

And any other group certified under CUPE Local 46.

It is recognized that from time to time Units may have issues that only affect their worksite and therefore shall be allowed to hold special meetings under the following guidelines:

- Notice of such meetings shall be provided to members a minimum of seven days in advance of the meetings
- Quorum for such meetings shall be five (5) members or 50% (fifty per cent) of the membership whichever is less
- Notice of such meetings shall be sent to the Recording Secretary of Local 46 and attendance by the Executive Officers shall be discretionary unless specifically asked to attend.

Negotiating Committee for The City of Medicine Hat

This shall be a special ad hoc committee established at least six (6) months prior to the expiry of the Local's Collective Agreement and automatically disbanded when a new Memorandum of Agreement has been ratified by both parties. The function of the Committee is to prepare a Collective Agreement. The Committee will consist of the President or his Designate, Vice-President and up to three (3) members and one (1) alternate member, in good standing and in compliance with Article 3(A) of these bylaws, elected by the membership at a membership meeting.

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

Negotiating Committee for The Town of Redcliff

This shall be a special ad hoc committee established at least six (6) months prior to the expiry of the Local's Collective Agreement and automatically disbanded when a new Memorandum of Agreement has been ratified by both parties. The function of the Committee is to prepare a Collective Agreement. The Committee will consist of the President or his Designate, the Unit Chief Shop Steward, one (1) member and one (1) alternate member, in good standing and in compliance with Article 3(A) of these bylaws, elected by the membership at a membership meeting.

The CUPE representative assigned to the Local 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.

Negotiating Committee for The Cypress View Foundation

This shall be a special ad hoc committee established at least six (6) months prior to the expiry of the Local's Collective Agreement and automatically disbanded when a new Memorandum of Agreement has been ratified by both parties. The function of the Committee is to prepare a Collective Agreement. The Committee will consist of the President or his Designate, the Unit Chief Shop Steward, one (1) member and one (1) alternate member, in good standing and in compliance with Article 3(A) of these bylaws, elected by the membership at a membership meeting.

The CUPE representative assigned to the Local 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.

Negotiating Committee for The Medicine Hat Public Library

This shall be a special ad hoc committee established at least six (6) months prior to the expiry of the Local's Collective Agreement and automatically disbanded when a new Memorandum of Agreement has been ratified by both parties. The function of the Committee is to prepare a Collective Agreement. The Committee will consist of the President or his Designate, the Unit Chief Shop Steward, Shop Steward and one (1) alternate member, in good standing and in compliance with Article 3(A) of these bylaws, elected by the membership at a membership meeting.

The CUPE representative assigned to the Local 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.

Negotiating Committee for The Medicine Hat Community Housing Society

This shall be a special ad hoc committee established at least six (6) months prior to the expiry of the Local's Collective Agreement and automatically disbanded when a new Memorandum of Agreement has been ratified by both parties. The function of the Committee is to prepare a Collective Agreement. The Committee will consist of the President or his Designate, the Unit Chief Shop Steward, one (1) member and one (1) alternate member, in good standing and in compliance with Article 3(A) of these bylaws, elected by the membership at a membership meeting.

The CUPE representative assigned to the Local 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.

Ratification Process for All Bargaining Committees

The Bargaining Committee shall have the authority to negotiate and sign a memorandum of agreement subject to ratification by the Members in good standing of the applicable bargaining unit. The memorandum of agreed amendments to the Collective Agreement will be reported to the Members and voted on at a special meeting for which notice of the ratification has been posted in the work place. Voting shall be by secret ballot and the resolution adopted by a simple majority vote of the Members in attendance and voting.

APPENDIX "C" TO THE BYLAWS OF CUPE LOCAL 46

Personal Information Policy

This policy applies to CUPE Local 46 and has been adopted pursuant to the *Personal Information Protection Act (PIPA)*, S.A. 2003, c. P-6.5.

1. CUPE Local 46 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 46 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 46 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 46 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 46 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 46 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 46 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 46 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 46 will make every reasonable effort to resolve any dispute without the need to involve the Privacy Commissioner under *PIPA*.