

**CUPE-SCFP** / *Canadian Union of Public Employees*  
*Syndicat canadien de la fonction publique*

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1505**

**BYLAWS**

**REVISED AUGUST 2013**

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## **INTRODUCTION**

Local 1505 of the Canadian Union of Public Employees was formed to:

- Improve the social and economic well-being/welfare 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 1505 in accordance with the CUPE National Constitution (Articles 13.3 and B.7.1), to protect the rights of all members, to provide for responsible governance/administration of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

As a CUPE chartered organization we 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.

Every individual of Local 1505 is bound to abide by the provisions of the CUPE National Constitution and these By-Laws, upon applying for membership in the Canadian Union of Public Employees.

## **SECTION 1 – NAME**

The name of this Local shall be: Canadian Union of Public Employees, Local Number 1505 (herein after referred to as Local 1505).

LOCAL 1505 consists of the following units:

- 1) the Regional Municipality of Wood Buffalo in accordance with the Terms of Certification on file with the Alberta Labour Relations Board Certificate No. 125-95 issued May 24, 1995;
- 2) Regional Municipality of Wood Buffalo members residing in Fort Chipewyan are recognized as a distinct unit due to their geographical separation;
- 3) the MacDonald Island Park Corporation in accordance with the Terms of Certification on file with the Alberta Labour Relations Board Certificate No. 201-99 issued December 2, 1999, or as amended;

- 4) the Fort McMurray Regional Airport Authority in accordance with the Terms of Certification on file with the Canadian Industrial Relations Board Order No.7727-U issued January 24, 2000;
- 5) the Wood Buffalo Housing and Development Corporation – Rotary House workers in accordance with the Terms of Certification on file with the Alberta Labour Relations Board Certificate No. 53-2012 issued March 30, 2012, or as amended; and,
- 6) the Wood Buffalo Housing and Development Corporation – Marshall house workers in accordance with the Terms of Certification on file with the Alberta Labour Relations Board Certificate No. 57-2012 issued April 3, 2012, or as amended; and,
- 7) the Wood Buffalo Housing and Development Corporation – operations and maintenance workers in accordance with the Terms of Certification on file with the Alberta Labour Relations Board Certificate No.77-2012 issued June 8 2012, or as amended.

## **SECTION 2 – OBJECTIVES**

The objectives of Local 1505 are to:

- (a) Secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members;
- (b) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;
- (c) Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers;
- (d) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears;
- (e) Establish strong working relationships with the public we serve and the communities in which we work and live; and
- (f) Support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution.

## **SECTION 3 – REFERENCES**

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

## **SECTION 4 - MEMBERSHIP**

**(a) Membership**

An individual employed within the jurisdiction of Local 1505 can apply for membership by signing an application and paying the initiation fee set out in Section 12(a) of these bylaws.

**(b) Oath of Membership**

(Article B.8.1)

New members will take the oath as pursuant to the CUPE National Constitution.

**(c) Continuation of Membership**

(Article B.8.3)

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

**(d) Member Obligations**

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

Members will adhere to the Code of Conduct as described in Appendix "B".

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

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

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

## **SECTION 5 - AFFILIATIONS**

In order to strengthen the labour movement and work toward common goals and objectives, Local 1505 shall be affiliated to and pay per capita tax to the following organization(s):

- The CUPE Alberta Provincial Division

On approval of the membership, as may be decided from time to time by a vote of the membership, Local 1505 may be affiliated to and pay per capita tax to the following organization(s) or others that have a non-competing mandate:

- The Fort McMurray CUPE District Council
- The Wood Buffalo Labour Council
- The Alberta Federation of Labour
- The Canadian Labour Congress

Where the Local is responsible to identify delegates to the affiliated organization, such as a CUPE District Council, those delegates shall be elected annually by the membership.

Where a member wishes to take an elected position within an affiliated organization, that member may seek the Local's and /or caucus choice. If that choice is refused, then the member shall refrain from seeking election.

## **SECTION 6 – MEMBERSHIP MEETINGS**

### **(a) Annual General Meeting**

An Annual General meeting shall be held no later than the last day of November of each year. Elections shall be held at this meeting.

### **(b) Regular Membership Meetings**

Regular membership meetings of Local 1505 shall be held on at least the second Wednesday of every second month at 7p.m. Notice of each regular membership meeting outlining the date, time and location shall be given to members at least seven days in advance of the meeting.

The Communications Officer shall ensure that members of all work units are notified of membership meetings either by e-mail, posted on bulletin board and/or (electronic) newsletter.

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

### **(c) Special Membership Meetings**

Special membership meetings of Local 1505 may be required, and shall be called by the Executive Board or may be requested in writing by no fewer than twenty percent (20%) members. The Communications Officer shall immediately advise members when a special meeting is called, and ensure that all members receive at least twenty-four (24) hours' notice of the special meeting, the subject(s) to be discussed, the date, time and

location. No business shall be transacted at the special meeting other than that for which the meeting is called and notice given.

**(d) Quorum**

The minimum number of members required to be in attendance for the transaction of business at any regular or special meeting shall be fifteen (15) members, plus a minimum of three (3) members of the Executive Board.

**(e) Membership Meeting Agenda**

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

1. Roll call of officers
2. Reading of the Equality Statement
3. Initiation of new members
4. Circulation of the minutes
5. Matters arising from the minutes
6. Financial Officer's Report
7. Communications and bills
8. Executive Board Report
9. Reports of committees and delegates
10. Nominations, elections, or installations
11. Unfinished business
12. New business
13. Good of the Union
14. Adjournment

(Article B.6.1)

**(f) Bargaining Unit Meetings**

Bargaining Unit meetings may be called to deal with matters that affect only members of the bargaining unit. Such meetings are not to be used to replace regular membership meetings and will not make decisions that affect the Local Union as a whole or another bargaining unit. Members of the bargaining unit shall be advised the time and location and the agenda seven days in advance of the meeting.

The minimum number of members required to be in attendance for the transaction of business at the bargaining unit meeting shall be as follows:

1. Fort Chipewyan: Four (4) bargaining unit members plus two (2) Executive Board members.
2. MacDonald Island Park Corp: Eight (8) bargaining unit members plus two (2) Executive Board members.
3. Fort McMurray Airport Authority: Four (4) bargaining unit members plus two (2) Executive Board members.
4. Rotary House: Two (2) bargaining unit members plus two (2) Executive Board members.



5. Marshall House: Two (2) bargaining unit members plus two (2) Executive Board members.
6. Wood Buffalo Housing and Development Corp: Four (4) bargaining unit members plus two (2) Executive Board members.

Members from other bargaining units in the Local Union may attend these meetings without vote but with voice and are not counted as part of quorum.

## **SECTION 7 – OFFICERS**

The Officers of Local 1505 shall be the President, Vice-President, Chief Shop Steward, Financial Officer, Recording Officer, Membership Officer, three (3) Trustees, Communications Officer, and Unit Chairs.

(Articles B.2.1 and B.2.2)

## **SECTION 8 – EXECUTIVE BOARD**

- (a) The Executive Board is the governing body of Local 1505 when the AGM is not in session in accordance with these bylaws.
- (b) The Executive Board shall be held responsible for the proper and effective functioning of Local 1505 and carry out fully the decision of the AGM and enforce the Bylaws.
- (c) The Executive Board shall include all Officers, except Trustees.  
(Article B.2.2)
- (d) The Executive Board shall develop CUPE Local 1505's Strategic Plan, Financial policies and Budgets.
- (e) The Executive Board shall meet monthly.  
(Article B.3.14)
- (f) The majority of the Executive Board members shall constitute a quorum.
- (g) The Executive Board shall hold title to any real estate and/or any assets of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any real estate and/or assets without first giving notice and then submitting the proposal to a membership meeting and having it approved.
- (h) The Executive Board is empowered to second a member in good standing to a full-time position within the Local for a reason and period of time necessary to perform assigned duties.
- (i) The Executive Board is empowered to employ a Business Agent and set the terms and conditions of employment of that employee.

- (j) The Executive Board is empowered to employ a support/admin staff and set the terms and conditions of employment for that employee.
- (k) The Executive Board shall do the work delegated to it by the Local Union and shall be held responsible for the proper and effective functioning of all committees.
- (l) Should any Executive Board member fail to answer the roll call for three **consecutive** regular meetings or three **consecutive** regular Executive Board meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by an election at the following membership meeting.

### **SECTION 9 - FULLTIME POSITIONS**

Fulltime positions shall be:

1. The President
2. Booked off for a 2-year period after the annual election.
3. Paid the highest rate in the Regional Municipality of Wood Buffalo Collective Agreement regardless of the respective individual's Collective Agreement.
4. Paid at forty-four (44) hours per week inclusive of all time worked.

### **SECTION 10 - DUTIES OF ELECTED OFFICIALS**

Each Official of Local 1505 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.

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

(Article B.3.9)

All signing Officers of Local 1505 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 B.3.5)

**(a) President**

The President shall:

- Enforce the CUPE National Constitution, these Local Union bylaws and the Equality Statement.
- Interpret these bylaws as required.
- Lead and implement CUPE Local 1505's Strategic Plan and act as official spokesperson.

- Preside at all membership meetings.
- Preside at Executive Board meetings in the absence of the Vice-President.
- Attend senior level meetings with the Employer(s).
- Attend all Municipal Council meetings.
- Manage the administration of Local 1505.
- Ensure that all correspondence is managed effectively.
- Ensure a record of all correspondence received and sent out is maintained.
- Prepare and distribute agendas for Executive Board meetings one (1) week prior to the meetings.
- Decide all points of order and procedure (subject always to appeal to the membership).
- Have the same right to vote as other members. In the case of a tie vote, the President may cast an additional vote or the President may refrain from casting an additional vote, in which case the motion is defeated.
- Ensure that all Officers perform their assigned duties.
- Fill committee vacancies where elections are not provided for.
- Introduce new members and conduct them through the initiation ceremony.
- 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.
- Have first preference as a delegate to the CUPE National Convention.

(Article B.3.1)

**(b) Vice-President**

The Vice-President shall:

- If the President is absent or not eligible, perform all duties of the President.
- Hold the position of Chief Grievance Officer

- If the Chief Shop Steward is absent or not eligible, perform all duties of the Chief Shop Steward.
- Preside at membership meetings in the absence of the President.
- Preside at Executive Board meetings.
- If the office of the President falls vacant, be Acting President until a new President is elected through a by-election.
- If the office of the Chief Shop Steward falls vacant, be Acting Chief Shop Steward until a new Chief Shop Steward is elected through a by-election.
- Support the President in attending senior-level meetings with the Employer as needed.
- Render occasional assistance to any member of the Executive Board as needed or as delegated by the President.
- Be an alternate signing authority in the absence of either the President or Financial Officer.

**(c) Chief Shop Steward**

The Chief Shop Steward shall:

- Be elected by the Shop Stewards at the Shop Steward meeting immediately following the Shop Steward elections
- Be responsible for the proper filing of all grievances.
- Attend all senior level grievance meetings, and other grievance meetings as needed.
- Proactively act as ambassador for Local 1505 at all worksites.
- Make regular reports to the Executive Board and the CUPE National Representative.
- Organize Shop Steward elections in all work areas.
- Mentor and administer the development of all Shop Stewards.
- Chair the monthly Shop Steward meetings.

**(d) Recording Officer**

The Recording Officer shall:

- 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 Financial Officer. The record will also include Trustees' reports.
- In conjunction with the CUPE National Representative, record all amendments and/or additions in the bylaws, and make certain that these are sent to the National President for approval prior to implementing.
- Have all records ready on reasonable notice for the Trustees or auditors.
- Preside over membership and Executive Board meetings in the absence of both the President and Vice-President.
- Performs other duties required by the Local Union, its bylaws or the National Constitution.

**(e) Financial Officer**

The Financial Officer shall:

- Receive all revenue, initiation fees, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union.
- 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 Board, designate a signing officer during prolonged absences.
- Ensure that per capita tax is paid by direct remittance, or where per capita is not paid by direct remittance, prepare all CUPE National per capita tax forms and remit payment, including two dollars (\$2.00) of each initiation fee on all members admitted, no later than the last day of the following month.
- Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union.
- Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.
- Prepare annual budgets in consultation with the Executive Board and present the recommended budget to the membership annually.

- Make a full financial report to meetings of the Local Union's Executive Board.
- Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period.
- Be bonded through the master bond held by CUPE National. Any Financial Officer who cannot qualify for the bond shall be disqualified from office.
- Make all books available for inspection by the Trustees and/or auditors on reasonable notice. Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.
- Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.
- Where required, not later than February 28<sup>th</sup> each year, furnish each member, on the forms supplied by CUPE National, with a statement showing the net amount of tax-deductible dues paid by him during the preceding calendar year.
- When required, notify all members who are one month in arrears and report to the Executive Board all members two or more months in arrears in the payment of union dues.

(Articles B.3.4 to B.3.8)

**(f) Trustees**

The Trustees shall:

- Act as an auditing committee on behalf of the members and audit the books and accounts of the Financial Officer, the Recording Officer, and the committees, at least once every calendar year.
- Make a written report of their findings to the first membership meeting following the completion of each audit.
- Submit in writing to the Executive Board 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 Financial Officer in an organized, correct, and proper manner.
- Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization.
- Ensure that proper financial reports have been given to the membership.
- Audit the record of attendance.

- Inspect at least once a year, any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local Union, and report their findings to the membership.
- Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:
  - i. Completed Trustee Audit Program
  - ii. Completed Trustees' Report
  - iii. Financial Officer's Report to the Trustees
  - iv. Recommendations made to the Executive Board of the Local Union
  - v. Financial Officer's response to recommendations
  - vi. Concerns that have not been addressed by the Local Union Executive Board.

(Articles B.3.10 to B.3.12)

**(g) Membership Officer**

The Membership Officer shall:

- Guard the inner door at membership meetings and admit no one but members in good standing or Officers and officials of CUPE, except on the order of the President and with consent of the members present.
- Maintain the record of membership attendance at meetings.
- Maintain a record of the members contact information.
- Perform such other duties as may be assigned by the Executive Board from time to time.
- Issue and distribute Union membership cards to members.
- In the absence of the Membership Officer, the President shall appoint a member in good standing to perform the duties during membership meetings.
- Maintain a listing of the membership of all committees and advise the President of any vacancies, or when the term of office of committee members is due to expire.

**(h) Communications Officer**

The Communications Officer shall:

- Provide communications support for the Strategic Plan in consultation with the Executive Board through a variety of media.

- Prepare and distribute a newsletter at least once every month except July and August or more frequently as required.
- Administer CUPE Local 1505's portion of the CUPE Wood Buffalo website.
- Edit reports from Executive Board members and committees for inclusion in appropriate media.
- Prepare and distribute all notices to members.
- Gather information about appropriate courses, the availability of courses, and make recommendations to the Local Union on whether or not members should be attending.
- Assist delegates in the preparation of reports to the membership on seminars and conferences and maintain a reference file of these reports.
- Cooperate with the National Union Development Department and Communications Branch of CUPE, and with the regional Education Representative, in implementing both the Local Union's and CUPE's policies in these fields.

**(i) Unit Chair(s)**

The Unit Chair(s) shall:

- Be elected from and by the membership of the respective unit(s).
- Act as liaison with the membership of their respective Unit and the Executive Board, and represent the interests of the members of the respective unit(s).
- Act as Shop Steward and a member of the Negotiating Committee of the respective unit(s).
- Perform such duties as may be assigned by the Executive Board.

**(j) Shop Steward(s)**

The Shop Steward(s) shall:

- Be at least one per worksite, elected by the members of that worksite biennially.
- Represent the members in their assigned areas.
- Attend scheduled Shop Steward meetings and Union meetings or report monthly to the Chief Shop Steward on activities if unable due to work, illness, vacation, or geography to attend meetings.



- Act as a general information officer to the membership.
- Submit grievances at Step 1 of the grievance procedure as outlined in the Collective Agreement.
- Undertake research projects or grievance committee duties as directed by the Chief Grievance Officer.

## **SECTION 11 – NOMINATION, ELECTION AND INSTALLATION OF OFFICERS**

### **(a) Nominations**

1. Nominations will be received at the Annual General Meeting held in the month of November.
2. Nominations will be accepted from members in attendance. Nominations shall also be accepted from members who are absent at the Annual General Meeting but who have allowed their nomination to be filed in writing at the meeting. This nomination must be witnessed by second member.
3. Nominees must have been accepted into membership and continue to be a member in good standing.
4. A member may accept nomination for a position while holding office in any position. If successful in the election, their resignation from their current position will take effect at that time.
5. No member will be eligible for nomination if they are in arrears of dues and/or assessments.

### **(b) Elections**

1. The President, Recording Officer, Communications Officer, are elected in even years. The Vice-President, Chief Shop Steward, Financial Officer and Membership Officer are elected in odd years. Trustees shall be elected as required.
2. If an election is required, the Nominees shall have five (5) minutes each to address the membership. After their speeches, the Nominees shall field questions from the membership. The National Representative shall preserve order and cease discussion in a fair and equitable manner.
3. The National Representative will determine the form of the ballot and ensure that sufficient quantities are made available in good time.

4. Scrutineers appointed by the Executive Board will be responsible for issuing, collecting, and counting ballots. They must be fair and impartial and see that all arrangements are unquestionably democratic.
5. The voting will take place at the Annual General Meeting in November. The vote will be by secret ballot.
6. Voting to fill one office will be conducted and completed, and recounts dealt with before balloting may begin to fill another office.
7. A majority of votes cast will be required before any candidate can be declared elected, and second and subsequent ballots will be taken if necessary to obtain a majority. On the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballot will be dropped.
8. In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary until a candidate receives a majority of votes cast and can be declared elected. In the event the tie vote persists, subsequent ballots may be deferred to the next membership meeting.
9. Any member may request a recount of the votes for any election and a recount will be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting.
10. All election complaints by members will be submitted in writing to the Executive Board as soon as possible but in no circumstances will a complaint be valid if it is filed later than seven (7) days after the election. The Executive Board in conjunction with the National Representative will investigate the complaint and issue a recommendation as soon as practical and report to the membership at the next regular membership meeting.

**(c) Unit Chair Elections**

Nominations and elections for Unit Chair positions will take place after the Annual General Meeting in November and no later than January 15<sup>th</sup> of each year.

The voting procedure shall conform as closely as possible to Section 11 (b). The voting will take place at a bargaining unit membership meeting by secret ballot. A majority of votes cast will be required before any candidate can be declared elected, and second and subsequent ballots will be taken if necessary to obtain a majority. On the second and subsequent ballots, the candidate receiving the lowest number of votes in the previous ballot will be dropped.

**(d) Installation of Officers**

1. Unit Chairs will be installed at the next regular membership meeting after their election and will continue for two (2) years. All other duly elected Executive Board Officers shall be installed at the meeting at which elections are held and shall continue in office for two (2) year(s).
2. The terms of office for Trustees shall be so that one serves for a period of three years, one for two years, and one for one year, as laid down in Article B.2.4 of the CUPE National Constitution. Each year thereafter, the Local Union shall elect one 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.
3. The Oath of Office to be read by the newly-elected Officers shall be according to the CUPE National Constitution. (Article 11.6(b))

**(e) By-elections**

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

**SECTION 12 – FEES, DUES AND ASSESSMENTS**

**(a) Initiation Fee**

Payment of initiation fees is a tangible confirmation of the desire to become a member of your Local Union and the Canadian Union of Public Employees. Each application for membership in the Local Union will be directed to the Financial Officer and will be accompanied by an initiation fee of two dollars (\$2.00), which shall be in addition to monthly dues. The Financial Officer shall issue a receipt. If the application is rejected, the fee shall be returned.

(Articles B.4.1 and B.8.2)

**(b) Readmission Fee**

The readmission fee shall be two dollars (\$2.00), applicable to layoffs of more than twelve (12) months.

(Article B.4.1)

**(c) Monthly Dues**

The monthly dues shall be 1.85% of regular wages.

(Article B.4.3)

**(d) Amending Monthly Dues**

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

(Article B.4.3)

## **SECTION 13 – NON PAYMENT OF DUES AND ASSESSMENTS**

A member who fails to pay dues and assessments for three months is automatically suspended from membership. The suspension will be reported to the Executive Board by the Financial Officer. The Executive Board will report all suspensions to the next membership meeting. The member may return to membership in good standing by paying a readmission fee and any other penalty set by the Local Union. The readmission fee cannot be less than the initiation fee of the Local Union.

A member who has been unemployed, on layoff for more than twelve (12) months or unable to work because of sickness shall pay the readmission fee but will not be required to pay arrears.

(Article B.8.6)

## **SECTION 14 – EXPENDITURES**

### **(a) Payment of Local Union Funds**

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

- When the expenditure is authorized by a budget approved by a majority of members present and voting at a regular or special membership meeting;
- When these bylaws approve the expenditure; or
- Through a vote of the majority of members present and voting at a regular or special membership meeting.

(Article B.4.4)

### **(b) Payment of Per Capita Tax and Affiliation Fees**

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

### **(c) Payment of Local Union Funds to Members or Causes Outside of CUPE Local 1505**

In the case of a grant or a contribution to a member(s) or a cause(s) outside of CUPE Local 1505 greater than \$100, a notice of motion must be made at a regular membership meeting and then approved at the following regular or special membership meeting before the grant or contribution can be paid out. The approval meeting must be no earlier than seven days after the meeting where notice of motion has been given.

**(d)** No member of Local 1505 will be allowed to spend any Local Union funds without first having received authorization from the Executive Board in accordance with these Bylaws.

(e) A running petty cash of two hundred dollars (\$200) shall be kept for miscellaneous office expenditures. These expenditures shall be reported at each regular membership meeting.

(f) Local 1505 shall maintain one (1) credit card for expenditures in accordance these bylaws. The monthly credit card statements and expenditures shall be reported at each regular membership meeting.

**(g) 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.

(Article B.4.2)

**(h) No Loss of Wages**

No member shall suffer loss of wages while attending to official business of the Local as authorized by the Executive Board.

(j) All extraordinary expenses shall be signed and approved by the President and the Financial Officer. Expense claims must be listed on a proper form outlining the expense, the reason for the expense, and with supporting receipt(s) attached. These expenditures shall be reported at each regular membership meeting.

**SECTION 15 -EXPENSES**

Each member required to attend Executive Board meetings or when engaged in Union business shall be entitled to full reimbursement of all expenditures incurred to perform such duties. All expenses will be reimbursed with original receipts. All expenses must be approved by an Executive Board Member prior to being incurred. Alcohol expenditures will not be reimbursed.

**SECTION 16 - CHILD CARE, DEPENDENT CARE AND ELDER CARE**

Caring for children, dependents or the elderly are barriers to actively participating in the union or to attending membership meetings. Local 1505 is committed to removing barriers within its control so that all members have equal access to participation.

(a) When it is practical and demand warrants, Local 1505 will provide on-site child care, if coordinated in advance with the Membership Officer, at all Local Union membership meetings. Where on-site child care is not provided, and in the case of dependent care or elder care, members will be reimbursed to a

maximum of the living wage for the area for each hour of required care. Reimbursement will be provided upon proof of payment.

- (b) Any member who is on authorized Local 1505 business shall be eligible for child care, dependent care, and/or elder care expenses where required. Upon proof of payment, claims shall be reimbursed to a maximum of the living wage for the area for each hour of care required.
- (c) Claims will not be paid for a spouse, partner, or a family member who normally provides care without charges. Claims will not be paid for periods of time where a member would normally have paid for care such as during normal hours of work at their job.

### **SECTION 17 - DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS**

- (a) All delegates to conventions, conferences, and education sessions shall be chosen by election at membership meetings.
- (b) A delegate responsible for reporting back to the Local Union membership shall be appointed by the President to report at the next regular membership meeting.
- (c) All delegates attending conventions, conferences, or education sessions held **outside** the city of Fort McMurray shall be paid transportation expenses at economy, tourist or coach rates and be fully reimbursed for any and all expenditures incurred to perform such duties. Alcohol expenditures will not be reimbursed.

The Executive Board shall have the discretion to decide on the most economical or the mode of travel and the number of vehicles.

When a member utilizes their personal vehicle to travel out of town to a union function, they may claim the Revenue Canada standard rate per kilometer for each direction of travel.

The Local Union will reimburse the member's employer for any loss of wages.

- (d) Delegates to conventions, conferences, and education sessions held **locally** shall have no travel allowance. Expenses incurred by attendance at the convention, conference or educational shall be fully reimbursed. The Local Union will reimburse the member's employer for any loss of wages. Alcohol expenditures will not be reimbursed.

#### **(e) Rural Delegates to events in Fort McMurray**

Members traveling more than 50 kilometers, who are required to attend a

meeting in Fort McMurray shall be compensated at the convention rate stated above, where road transportation is the most economical method of travel.

Where travel by aircraft is required, the Local shall reimburse the cost of the airfare and any reasonable taxi fees. Prior arrangements for airfare with payment of costs directly by the Local to the air carrier should be made where practicable. Meals and accommodations where required will be reimbursed at the convention rates stated above. Cost sharing with the employers will be pursued by the Local where practicable.

- (f) Local 1505 will provide members with their per diem allowance prior to their attending the convention, conference, or educational. Any lack of attendance requires the member to reimburse the Local.

## **SECTION 18 - COMMITTEES**

### **(a) Special Committees**

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

#### **1. Negotiating Committee(s)**

The function of the committee(s) is to prepare collective bargaining proposals and to negotiate a collective agreement. The committee(s) shall consist of the President (or Vice-President as designated), Unit Chair and members elected at a membership meeting at the respective units. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

#### **2. Social Committee**

This committee will:

- Arrange and conduct all social, cultural, and recreational activities of Local 1505, either on the committee's own initiative or as a result of decisions made at membership meetings. The committee shall submit reports and proposals to the Executive Board or to the membership as required.

A budget for the committee will be fixed annually by the membership but, other than that, all social, cultural, and recreational events and activities shall be self-supporting.

The committee shall consist of a minimum of three (3) elected members. The committee shall appoint a chairperson from among its members.

**(b) Permanent Committees**

Permanent committees will have a term of two years. The Executive Board may appoint a Chairperson. The Chairperson and the Executive Board may, with the approval of the membership, jointly appoint other members to serve on a committee. Committees will provide written reports to each regular membership meeting. The President shall be a member, ex-officio, of each committee.

The permanent committees shall be as follows:

**1. Grievance Committee**

This committee will:

- Oversee the handling of all local grievances.
- Receive and file copies of all grievances.
- Prepare a report on the status of all grievances to be submitted to the Executive Board, the National Representative, and to each membership meeting.
- When a grievance is not settled in the initial steps provided for in the collective agreement, this committee will decide whether or not the grievance should proceed to arbitration.
- If the decision is to not proceed, the grievor(s) may appeal the decision to the Executive Board.

The Grievance Committee shall consist of the Chief Shop Steward, who shall act as Chairperson, the Recording Officer, and three (3) elected shop stewards. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages.

The Chief Shop Steward and Recording Officer shall have voice but no vote in the appeal process.

**2. Health, Safety and Benefits Committee**

This committee will:



- Work to educate members on the importance of workplace health, safety and benefits.
- Prepare and present reports to the regular membership meetings.
- Organize an April 28<sup>th</sup> Day of Mourning ceremony each year.
- Participate on the Joint Health and Safety Committees at their workplaces.
- Ensure that the worker representatives on the Joint Health and Safety Committees meet separately from the employer to prepare for meetings with the employer.
- Promote safe work procedures and environments so as to prevent illness and injury as a result of workplace factors.
- Immediately bring to the attention of the employer any workplace hazard that has the potential to cause members' illness or injury.
- Work to eliminate all workplace hazards, be they physical, environmental, psychological or social.

The committee shall consist of a minimum of one representative from each unit. Members of the committee will elect a chairperson and appoint a secretary from among its members.

### 3. **Membership Support Committee**

This committee will:

- If a member is ill, arrange some token of the Local Union's concern and desire to help, whether the member is at home or in hospital.
- Extend the Local Union's condolences in the event of the death of a member or one of their immediate family, and make other appropriate gestures in accordance with custom or the wishes of the family concerned.
- Decide on a budget for donations, and make recommendations for donations over one hundred dollars (\$100.00).
- Decide on a budget and criteria for scholarships and make recommendations as per Section 14(c).
- Decide on a budget and criteria for long service awards.

- Make recommendations for member participation incentives.

The committee will consist of a minimum of three (3) elected members. The committee shall elect a chairperson and appoint its secretary from among its members.

## **SECTION 19 – COMPLAINTS AND TRIALS**

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

(Articles B.11.1 to B.11.5)

## **SECTION 20 – RULES OF ORDER**

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

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

## **SECTION 21 – AMENDMENTS**

### **(a) CUPE Constitution**

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

(Articles 9.2(c), 13.3 and B.5.1)

### **(b) Additional Bylaws**

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

- (i) the amended or additional bylaws do not conflict with the CUPE Constitution;
- (ii) the amended or additional bylaws are approved by majority vote at a regular membership meeting or at a special membership meeting called for that purpose; and
- (iii) notice of the intention (Notice of Motion) to propose the amended or additional bylaws was given at least seven (7) days before at a previous membership meeting or 60 days before in writing.

**(c) Effective Date of Amended or Additional Bylaws**

The amended or additional bylaws do not come into effect until they have been approved in writing by the National President. The National President will decide whether to approve the amended or additional bylaws within 90 days of receiving them and will withhold approval only where they conflict with the CUPE Constitution.

## **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 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 sisters and brothers deserve dignity, equality, and respect.

# Appendix B

## CODE OF CONDUCT

Local 1505 is committed to ensuring that all of its meetings and activities are safe environments where members are encouraged to speak. Existing members are encouraged to welcome, mentor and support new members and equity-seeking members.

Local 1505 strives to promote core values which include the principles of solidarity, equality, democracy, integrity, and respect. We are committed to mobilizing our energy and skills to work together to promote these values and to attain these goals in our union, our communities, and globally.

Local 1505 is committed to creating a union which is inclusive, welcoming, and free from harassment, discrimination and all types of bullying and intimidation. Local 1505 needs to ensure that it provides a safe environment for members, staff and elected officers to carry out our work. Local 1505 expects that mutual respect, understanding and co-operation will be the basis of all our interaction.

This Code of Conduct for Local 1505 sets out standards of behaviour for members at meetings, and all other events organized by Local 1505. It is consistent with the expectations outlined in the Equality Statement, CUPE National Constitution and these bylaws. 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 members of Local 1505 we commit to one another and to the union to be governed by the principles of the Code of Conduct and agree to:

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

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

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

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking the person 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. Once a complaint is received, a designated Officer of the Local Union will work to seek a resolution.
3. If this fails to resolve the matter, the designated Officer of the Local Union shall report the matter to the person in charge, who shall determine whether there is need to remove the member. The person in charge has the authority to expel members from the event for serious or persistent offenses.

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 Bylaws of Local 1505, 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 of the CUPE National Constitution.

# Appendix C

## RULES OF ORDER

1. The President will be the Chairperson at all membership meetings. In the absence of the President, the Vice-President will be the Chairperson at the membership meeting. In the absence of the President and Vice-President, the Recording Secretary will be the Chairperson at the membership meeting. In the absence of the President, Vice-President and Recording Secretary, members at the membership meeting will select a Chairperson by majority vote. Quorum rules must be met.
2. Members are not allowed to speak about an issue for more than five minutes. Members can only speak to an issue once unless there is agreement by the members at a meeting, or where all those wishing to speak have had the opportunity to speak.
3. The Chairperson of a committee who is making a report or the mover of a motion may speak for up to fifteen minutes. With the agreement of the members present, the fifteen minutes may be expanded.
4. The Chairperson will state every motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to a vote, the Chairperson will ask: "Is the Local ready for the motion?" If no member rises to speak, the motion will be voted upon.
5. A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chairperson.
6. A motion to amend a motion, or a motion to amend an amendment are allowed, however a motion to amend an amendment to an amendment is not allowed.
7. An amendment to a motion or an amendment to an amendment to a motion that is a direct negative to the main motion is never permitted.
8. On motion, the regular order of business at a membership meeting may be suspended where two-thirds of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.
9. Motions other than those named in Rule 19, or motions to accept or adopt the report of a committee, will, if requested by the Chairperson, be put in writing prior to beginning debate and vote.
10. At the request of a member, and upon a majority vote, a motion which contains more than one action or issue can be divided.

11. The mover of a motion can withdraw the motion upon the consent of the seconder prior to the end of debate. Once debate has ended on a motion, the motion can only be withdrawn upon unanimous vote of the members present.
12. A member who wishes to speak on a motion, or a member who wishes to move a motion, shall rise and respectfully address the Chairperson. The member shall not proceed until the member is recognized by the Chairperson except where the member rises to a point of order or on a question of privilege.
13. The Chairperson will keep a speakers list and in all cases will determine the order of speakers including those circumstances where two or more members rise to speak at the same time.
14. A member, while speaking, will speak only to the issue under debate. Members shall not personally attack other members. Members will refrain from using language that is offensive or in poor taste. Members will generally not speak in a manner that reflects poorly on the Local Union or other members.
15. A member that is called to order will stop speaking until the point of order is determined. If it is decided that the member is in order, then the member may continue speaking.
16. Religious discussion of any kind is not permitted.
17. The Chairperson will not take part in any debate. Where the Chairperson wishes to speak on a resolution or motion, or where the Chairperson wishes to move a motion, the Chairperson must rise from the chair and hand the chair over as outlined in Rule #1.
18. The Chairperson will have the same right to vote as other members. In the case of a tie vote, the Chairperson may cast another vote or the Chairperson may refrain from casting an additional vote, in which case the motion is defeated.
19. When a motion is before the members, no other motion is in order except a motion to 1) adjourn; 2) put the previous question; 3) lay on the table; 4) postpone for a definite time; 5) refer; or 6) divide or amend. These six motions shall have precedence in the order indicated. Motions 1 through 3 shall be decided without debate.
20. The Chairperson will ask "Will the main question be now put?" where a motion for the previous question is moved and seconded. If approved, the Chairperson will then take votes on the motion and amendments to the motion (if any) in order of priority. If an amendment or an amendment to an amendment is approved, then members will be asked to vote on the motion as amended.

21. A motion to adjourn is in order except when a member is speaking or when members are voting.
22. A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen minutes have elapsed.
23. After the Chairperson declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Recording Secretary will count the standing vote.
24. If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal. The Chairperson will then state briefly the reasons for the decision. Following immediately and without debate, the Chairperson will ask, "Will the decision of the chair be upheld?" A majority vote shall decide. In the event of a tie vote, the decision of the chair is upheld.
25. At a membership meeting where a question has been decided any two members who voted with the majority can give notice of a motion to reconsider a decision of the membership at the next membership meeting. The motion to reconsider requires the support of a two-thirds majority of members who vote. If two-thirds majority of members support reconsideration, the question will be placed in front of the membership for debate and a subsequent vote.
26. Members are allowed to leave a meeting with the permission of the Vice-President; however, in no case will a member leave during the reading of minutes, the initiation of new members, the installation of Officers, or the taking of a vote.
27. The Local Union's business and the proceedings of meetings are not to be divulged to any persons outside the Local Union, or the Canadian Union of Public Employees.