

**CIVIC SERVICE UNION 52**  
**Bylaws**



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## CSU 52 Bylaws

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# 1. NAME

## 1.1 Name

The name of this organization is "Civic Service Union 52" (hereinafter referred to as "CSU 52"). In this document, "CSU 52" may be substituted with "the Union."

# 2. OBJECTIVES

## 2.1 Objectives

The objectives of the Union are to:

- (a) increase the knowledge, skill and proficiency of its members;
- (b) bargain collectively on behalf of unionized employees and to regulate relations between employers and employees;
- (c) provide a planned security program for its members and their dependents through approved insurance, pension, hospitalization, medical service group contracts and similar devices;
- (d) protect the jurisdiction of the members of the Union;
- (e) promote harmonious relations between members of the Union and employers;
- (f) further the common and individual interests and welfare of its members;
- (g) charter local unions to act as bargaining agents under the Alberta Labour Code, Canada Labour Code, or any other legislation that permits collective bargaining and any amendments thereto or successor legislation;
- (h) foster a wholesome spirit among members by assisting with the promotion of social activities and activities of a recreational and cultural nature;
- (i) advance and support the cause of worthy community interests and social well-being; and,
- (j) affiliate with other labour organizations.

# 3. MEMBERSHIP

## 3.1 General

Membership in CSU 52 will be automatic upon commencing employment in a position represented by one of the contractual bargaining units and paying Union dues. CSU 52 is the exclusive agent for those employees represented by a CSU 52 Collective Agreement for the purpose of collective bargaining in respect to wages, hours of work, fringe benefits and working conditions.

## 3.2 Honorary Membership

3.2.1 Honorary Membership may be conferred upon:

- (a) Union Members in Good Standing upon departure from CSU 52, or;
- (b) Members of the public who have made an outstanding contribution to CSU 52.
- (c) This designation may be awarded posthumously.

3.2.2 An Honorary Member will have the right to attend any Regular Membership Meeting and will be allowed to address such meetings. Honorary Members will not be permitted to hold office in the Union nor vote on issues being considered by the Union. The Honorary Member nomination procedure is determined by policy of the Board of Directors.

## 3.3 Associate Membership

Union office staff with reversion rights to a CSU 52 contractual bargaining unit position must hold Associate Membership and pay CSU 52 dues to retain those rights and their seniority. No other Union office staff will be eligible for Associate Membership. Such Members will not be permitted to hold office in the Union or sit on committees. They may vote on issues being considered by the Union with the exception of issues related to their United Steelworkers 1-207 agreement.

## 3.4 Good Standing

3.4.1 A Member in Good Standing is a Member who;

- (a) has paid the prescribed initiation fee;
- (b) has been issued a Union Membership Card;
- (c) is currently paying dues to the Union, or has pre-paid their dues upon approved leave; and who
- (d) subscribes to:
  - i) the CSU 52 Bylaws; and,
  - ii) the CSU 52 Respectful Workplace Policy.

3.4.2 A Member can have their status of Good Standing revoked as per Bylaw 9. Where the Bylaws reference “Member”, it will be construed to be and mean a Member in Good Standing. The privileges of Good Standing are outlined in these Bylaws and CSU 52 policy.

## 3.5 Initiation Fees

3.5.1 Members in Good Standing will be issued a Union Membership Card upon payment of the prescribed initiation fee as set by the Membership, and completion of the application form which includes the oath of Membership.

3.5.2 The initiation fee for all members will be the amount as approved by the Membership (typically at the October Regular Membership Meeting) and will be for the twelve (12) month period commencing January 1 after the decision. If the Membership does not approve an initiation fee in any given year, the initiation fee for the current year will be the amount for the upcoming year.

## **3.6 Dues**

- 3.6.1** The dues for all members will be the amount as approved by the Membership (typically at the October Regular Membership Meeting) and will be for the twelve (12) month period commencing January 1 after the decision. If the Membership does not approve dues in any given year, the due amounts for the current year will be the due amounts for the upcoming year.
- 3.6.2** There are no dues for Honorary Members.
- 3.6.3** Any person who falls under the scope of a CSU 52 Collective Agreement and:  
(a) earns less than four hundred dollars (\$400.00) in a pay period; or  
(b) is employed through a program specifically designed to provide employment opportunities for individuals with physical or mental disabilities,  
shall be exempt from paying the flat rate portion of Union dues, if any. Such members shall only be required to pay the portion of Union dues calculated as a percentage of their wages.
- 3.6.3.1** The Board of Directors shall determine which programs qualify under Article 3.6.3(b).
- 3.6.4** Dues will be collected through the “Rand” system of check-off for Union dues.
- 3.6.5** Any member temporarily appointed to an out-of-scope or managerial position will continue to remit full dues as per the contractual bargaining unit position to which they hold reversion rights. All arrangements for the deduction of Union dues will be made by contacting the appropriate Human Resources or Payroll personnel. The payment of Union dues is the responsibility of the member and is mandatory for the bridging of seniority while out-of-scope.

## **3.7 Union Membership Card**

- 3.7.1** All CSU 52 card carrying members are eligible to vote whenever there is a Union Vote.
- 3.7.2** A Union Membership Card provides the following rights:
- (a) attending Regular and Special Membership Meetings;
  - (b) voting for the Board of Directors;
  - (c) voting for Committee Members;
  - (d) eligibility for bursaries and scholarships;
  - (e) Members and community support services; and,
  - (f) serving on the Board of Directors and/or Committees
- 3.7.3** Members without a Union Membership Card are entitled to representation from CSU 52 Labour Relations Officers and may vote on contract ratifications and strike votes. No other privileges of Good Standing will be conferred upon a member without a Union Membership Card.

## **3.8 Continuation of Membership**

- 3.8.1** A member who is involuntarily terminated from employment from one of the contractual bargaining units, and who files a grievance with respect to such termination, may elect to continue as a Member in Good Standing, subject to the following conditions:

- (a) The member must make a request in writing to the Union office within 30 days of the termination giving rise to the grievance, and
- (b) The member must make prompt arrangements with the Union office for the payment of Union dues in the amount specified in Article 3.6.3, and pay those dues as arranged.

**3.8.2** Membership in Good Standing under this Article will cease 30 days after the date that the termination grievance is decided at arbitration, or the date on which the Union formally decides not to advance the grievance, whichever comes earlier. The Board of Directors, by a two-thirds (2/3) vote, may extend this timeline in individual cases.

## **4. BOARD OF DIRECTORS**

### **4.1 Composition**

The CSU 52 Board of Directors (also called “the Board” or “Board”) will comprise the following Directors:

- (a) President
- (b) First Vice-President
- (c) Second Vice-President
- (d) Treasurer
- (e) Chief Trustee
- (f) Chief Shop Steward
- (g) One (1) Contractual Unit Director for each contractual bargaining unit consisting of one hundred (100) Members or more, or as provided by Bylaw 4.4(c) and (d).
- (h) One (1) Small Units Director representing all other bargaining units.

#### **4.1.1 President**

The President will:

- (a) preside at all meetings of the Board of Directors;
- (b) be an ex-officio member of all Committees, except the Discipline and Grievance Appeals Committees;
- (c) have signing authority for approved expenditures;
- (d) transact such other business as may pertain to the President’s office, and which may be necessary for the proper functioning of the Union;
- (e) manage and be accountable for the daily operations of the Union Office, acting as the Chief Executive Officer of the Union. Notwithstanding, the Board may hire a person or persons to carry out some or all of the duties of this clause;
- (f) complete other duties as assigned by the Board.

#### **4.1.2 First Vice-President**

The First Vice-President will:

- (a) in general, assist the President in the performance of the President’s duties;
- (b) convene and preside at Board meetings at the request of or in the absence of the President;
- (c) in the absence of the President, assume the roles and responsibilities of the President;
- (d) complete other duties as assigned by the Board.

#### **4.1.3 Second Vice-President**

The Second Vice-President will:

- (a) in general, assist the President in the performance of the President's duties;
- (b) convene and preside at Board meetings at the request, or in the absence, of the President and First Vice-President;
- (c) ensure that the minutes of all meetings of the Board of Directors and the Membership are properly kept;
- (d) ensure all correspondence of the Board is properly kept;
- (e) be responsible for ensuring that notices for all meetings of the Board of Directors and for any Membership Meetings of CSU 52 are published in accordance with these Bylaws and Board policy;
- (f) complete other duties as assigned by the Board.

#### **4.1.4 Treasurer**

The Treasurer will:

- (a) be responsible for corporate liquidity, investments, and risk management related to the Union's financial activities;
- (b) be accountable to forecast cash flow positions, related borrowing needs, and available funds for investment;
- (c) be insured by a bond as outlined in policy. Any Treasurer who cannot qualify for a bond will be immediately disqualified from the role of Treasurer and the Union will proceed with the election of another Treasurer at the next Regular Membership Meeting;
- (d) present to the monthly Board of Directors meeting a report of the financial performance against budget and financial position for the previous month of CSU 52; such report then to be presented to the next scheduled Regular Membership Meeting of the Union;
- (e) ensure that expenses of the Union are only for the purposes of the Union and ensure that payments are authorized by the Treasurer and countersigned by the President or designated signing authorities;
- (f) defer the ability to authorize payment (due to an absence from office) to the President, the first Vice President, or the Second Vice-President of the Board;
- (g) oversee a petty cash fund, if authorized by the Treasurer, from which expenditures can be made;
- (h) recommend honorariums for the Board of Directors and any paid committees for the ensuing year and submit them for inclusion in the annual budget;
- (i) recommend an Auditor cooperatively with the Financial Review Committee;
- (j) complete other duties as assigned by the Board.

#### **4.1.5 Chief Trustee**

The Chief Trustee will:

- (a) be the Chair of and spokesperson for the Financial Review Committee;
- (b) report at meetings, as required;
- (c) complete other duties as assigned by the Board.

#### **4.1.6 Chief Shop Steward**

The Chief Shop Steward will:

- (a) preside at all Shop Steward Assembly sessions;
- (b) be responsible for development and delivery of education and training programs for Shop Stewards;
- (c) increase the knowledge, skill and proficiency of Shop Stewards;
- (d) work with Contractual Unit Directors to recruit and maintain Shop Stewards in each contractual bargaining unit;
- (e) complete other duties as assigned by the Board.

#### **4.1.7 Contractual Unit Directors**

The Contractual Unit Directors will:

- (a) represent the interests of the members of their contractual bargaining unit and the global interests of the Membership;
- (b) arrange and host a Contractual Unit Meeting a minimum of two (2) times a year for their respective unit;
- (c) lead the Negotiations Committee for their contractual bargaining unit;
- (d) complete other duties as assigned by the Board.

#### **4.1.8 Small Units Director**

The Small Units Director will:

- (a) Represent the interests of all contractual bargaining units they represent and the global interests of the Membership;
- (b) Arrange and host a Contractual Unit Meeting at least once per year for each unit they represent;
- (c) Solicit interest for and appoint a member from each unit to lead that unit's Negotiations Committee as required, with assistance from the Office Staff. That member will be deemed to be the "Contractual Unit Director" of that unit for the purposes of Bylaw 6.1.1 only;
- (d) Complete other duties as assigned by the Board.

### **4.2 Qualifications**

To serve on the Board of Directors, the nominee must have one year of Shop Steward and/or Committee experience and have attended a minimum of six (6) Regular Membership Meetings and/or Shop Steward Training Sessions and/or Unit Meetings of the contractual bargaining unit to which the nominee belongs, during the period of October 1st of the preceding year to September 30th of the current year. Special Membership Meetings are excluded for the purpose of determining qualification.

When only one candidate is nominated for a position, that candidate will be acclaimed to the position even if they do not meet the qualifications outlined above.

### **4.3 Duties**

The duties of the Board of Directors include, but are not limited to, the following:

- (a) Subject to these Bylaws or directions given by majority vote at any Membership Meeting, the Board has full control and management of the affairs of the Union including, but not limited to, the creation, development, and implementation of Union policies and procedures.

- (b) Meet at least monthly and more often as may be required for the efficient conduct of the business of the Union. All Board Members are expected to attend all Board meetings.
- (c) Be responsible for the satisfactory operation of Union business in the interval between meetings.
- (d) Be responsible for general supervision of all committees and adequate reporting of committee action to Regular Membership Meetings of the Union.
- (e) Prepare and present an annual budget for information at the January Regular Membership Meeting.
- (f) Present a signed annual audited statement to the Membership at the Annual General Meeting and that any special audit, as may be requested by the Membership, also be presented to the Members at the next Regular Membership Meeting following the completion of the Audit and be available to the Membership upon request.

#### 4.4 Term of Office

Directors elected through the normal election cycle as outlined in these Bylaws will assume the duties of office on January 1st of the following year.

- (a) All elected terms are three years or until a successor is elected or appointed.
- (b) The years of election are:
  - (i) Year One - President, Chief Shop Steward, EPCOR Representative, Edmonton Public Library Representative.
  - (ii) Year Two - First Vice President, Treasurer, Telus World of Science Edmonton Representative, Small Units Director
  - (iii) Year Three - Second Vice-President, Chief Trustee, City of Edmonton Representative

Proviso: This proviso will be removed from the Bylaws automatically on December 31, 2026. In order to transition to the election pattern as outlined above in Bylaw 4.4 (b)(i, ii, iii) the 2025 election year (for the 2026 Board of Directors) is deemed to be a “Year Two” election year. The 2026 election year (for the 2027 Board of Directors) is deemed to be a “Year Three” election year. Following this, the election cycle returns to Year One and follows the three year pattern.

- (c) **New Contractual Unit Directors**  
Whenever a bargaining unit becomes entitled to its own Director under Bylaw 4.1(g), either through certification of a new bargaining unit or by growing to one hundred (100) or more Members, the following rules apply:
  - (i) *Election Scheduling:* A new Director position will be added to the Election Year that currently has the fewest positions scheduled. If two or more years are tied, priority goes to Year One, then Year Two, then Year Three.
  - (ii) *Representation During Transition:* The Small Units Director will continue to represent that bargaining unit until the newly elected Director takes office.
- (d) **Retention and Loss of Director Position**  
To ensure stability and prevent frequent changes in representation:
  - i. *Retention:* Once a unit qualifies for its own Director, it retains that position even if membership drops below 100.

- ii. *Removal:* A unit will only return to the representation of the Small Units Director if its membership remains below 80 Members for a full calendar year.
  - iii. *Effective Date:* If a position is removed under clause (ii), the change takes effect at the end of the current Director's term, at which point the separate Director position will cease.
- (e) **Administrative Updates to Election Cycles**  
The Board may update the list of positions and election years in Bylaw 4.4(b) as required to reflect any additions or removals made under Bylaws 4.4(c) or 4.4(d). Such updates are deemed "non-substantive revisions" and may be adopted by the Board without a membership vote, provided they do not alter the interpretation of the Bylaws.

## 4.5 Term Limit

- 4.5.1** After two (2) consecutive terms in office, Director(s) may not be re-elected to the same position until they have one (1) full term break in service from that position. If there are no other nominees for the position, the Director may be re-elected by acclamation provided that the timed-out incumbent Director has submitted completed nomination papers. This clause does not exclude timed-out Directors from running for a different position on the Board of Directors from the one they have timed out from.
- 4.5.2** If a member serves an election or appointment to the Board of Directors that is greater than one calendar year it will count as one term for the purposes of the above term limit described in 4.5.1.

## 4.6 Vacancies

- 4.6.1** A permanent vacancy may occur on the Board of Directors through death, resignation, removal, or any other cause.
- 4.6.2** A permanent vacancy on the Board of Directors (other than the President) may be filled by the Board of Directors (or remain vacant) until an elected successor takes office following the election pattern as noted in Bylaw 4.4. The appointed Member does not need to meet the qualifications of Bylaw 4.2. A Member appointed to a position by the Board of Directors may also be removed from that position by the Board of Directors.
- 4.6.3** During the annual election cycle any vacated position will be included in the election regardless of which Election Year is occurring. If the position is not from the current Election Year (Year 1, 2, or 3) the Member elected serves only until that position comes up for its regular election and until their successor takes office.
- 4.6.4** In the event that the Office of the President becomes vacant, the First Vice-President will automatically fill the vacancy until an elected successor takes office as per the rules in Bylaw 4.6.3. The Board, as with all vacancies, may appoint a Member to fill the vacated First Vice-President office following the rules in Bylaw 4.6.2.
- 4.6.5** The "successor" to an office can be the same person that was serving in that office.

## **4.7 Board of Directors Conduct & Discipline**

- 4.7.1** Before beginning Board duties or attending their first Board meeting all Board Members must sign the following documents. Directors are required to adhere to these documents and may be suspended or removed from office for failure to do so:
- (a) Oath of Office (see Appendix A)
  - (b) Oath of Confidentiality (as found in Board policy)
  - (c) Code of Conduct (as found in Board policy)
- 4.7.2** A Director will be deemed to have resigned from the Board if they miss three (3) regularly scheduled Board meetings, unexcused by the Board, in one (1) calendar year, or fail to properly discharge their role and responsibilities as determined by the Board.
- 4.7.3** Failure to carry out the duties of a Director as laid out in their position description, in Bylaws, in Policies or Terms of Reference may result in removal from office. The decision to remove an elected official is the final step in a progressive process as outlined in Policy.
- 4.7.4** A Director will be deemed removed from the Board if they are no longer a Member of the Union in good standing.
- 4.7.5** Violations by a Director will be referred to the Complaints Subcommittee of the Board of Directors and/or the Discipline Committee. Any investigation will be completed in a timely manner as per the Terms of Reference for the relevant investigating committee.
- 4.7.6** Should a Director be on leave from their contractual bargaining unit, the Board will have the authority to determine the Board Member's continuance in their Board position with the support of two-thirds (2/3) of the Directors of the Board required for continuance.

## **5. NOMINATION AND ELECTION OF BOARD OF DIRECTORS**

### **5.1 General**

CSU 52 is governed by a Board of Directors elected from within its membership. The election process will be held annually by electronic voting.

### **5.2 Nomination & Election Oversight**

- 5.2.1** Union Scrutineers & Assistant Returning Officer - Two (2) Union Scrutineers and one Assistant Returning Officer will be elected from the Membership at the June Regular Membership Meeting to oversee the election of the Board of Directors. A current member of the Board of Directors is not eligible for election to these positions.
- 5.2.2** Returning Officer - Will be appointed by the Assistant Returning Officer within fourteen (14) calendar days of the June Regular Membership Meeting. A current member of the Board of Directors is not eligible for appointment to this position. The Returning Officer can be, but is not required to be, a Member. The Returning Officer can be a third party election service rather than an individual.

- 5.2.3** The Returning Officer will conduct the election in accordance with these Bylaws and all applicable policies as determined by the Board of Directors.
- 5.2.4** The Returning Officer, the Assistant Returning Officer and the Union Scrutineers may not be nominated for office.
- 5.2.5** The Returning Officer, The Assistant Returning Officer and the Union Scrutineers together are called the Election Officials.

## **5.3 Nominations**

- 5.3.1** All nominations for the Board of Directors are made by submitting a completed nomination form signed by three (3) Members in Good Standing and acknowledgement that the nominee accepts the nomination and is willing to serve if elected. Election officials (Returning Officer, Assistant Returning Officer, Union Scrutineers) are not eligible to be nominators.
- 5.3.2** Nomination forms will be available on the Union website by September 1. The deadline for submitting completed nomination forms is Noon on the last Friday of September.
- 5.3.3** For Contractual Unit Directors, the nominators and nominees must be members of the contractual bargaining unit in question. Only members of the relevant contractual bargaining unit may vote in the election for these positions. For the Small Units Director under Bylaw 4.1(h), the nominators and nominees must be members of any bargaining unit represented by that position. All members of the bargaining units represented by the Small Units Director may vote in the election for that position.
- 5.3.4** For Chief Shop Steward, the nominators and nominees must be Shop Stewards. Only members of the Shop Stewards Assembly may vote in the election for this position. If the Chief Shop Steward is not re-elected as a Shop Steward they may remain in the Chief Shop Steward role for the remainder of their Board term.
- 5.3.5** Any member of the Board of Directors who accepts nomination for another position on the Board of Directors will be deemed to have resigned their former position, effective the date the position nominated to is filled, that being January 1st of the following year. When this type of vacancy occurs, and the vacated office(s) is not coming up for election in that particular year, a nomination period of one week for the position(s) that will be vacated begins at Noon on October 1 and ends at Noon on October 7. Should this nomination period, produce another upcoming vacancy, and the vacated office(s) is not coming up for election in that particular year, a nomination period of one week for the position(s) that will be vacated begins at Noon on October 8 and ends at Noon on October 15. This pattern can be repeated as needed.
- 5.3.6** When only one (1) qualified candidate is nominated for election to a position, that candidate is elected by acclamation and no voting is conducted for that position.

## **5.4 Election Dates**

The Board will determine the exact dates of the voting period with the conditions that voting must:

- (a) begin no earlier than November 1 and be completed no later than November 30th and,
- (c) the period of online voting will be open for between four (4) and seven (7) calendar days.

The dates of the voting period must be posted on the Union website and existing union boards in the workplace as practical.

## **5.5 Election Voting Platform**

The Board will determine the electronic platform to be used for the election. A personal email address must be provided to the Union office to access the electronic voting platform.

## **5.6 Election Forum**

The Election Officials will conduct an online Member's forum where nominated candidates may present a nomination speech of no more than 5 minutes. The forum must occur prior to the opening of the online voting window.

## **5.7 Election Campaign**

The Board will develop and publish policies and procedures for campaign rules and practices. Candidate campaign materials that meet the Board's election policy will be posted on the CSU 52 website and CSU 52 social media sites.

## **5.8 Determination & Announcement of Results**

At the closing time of the online voting window, the Election Officials will be present, in person, at the CSU office to review the voting results and the Returning Officer will determine the winning candidates for each position. The results of the election will be made public on the CSU 52 website by 4:00 pm on the closing day of the voting.

## **5.9 Vote Required**

The elected candidate for any Board of Director election is the nominated candidate receiving the most votes.

## **5.10 Tie Vote**

In the event of a tie which would affect the election results, the Election Officials will draw a random name from the tied candidates and that candidate will be declared the winner. The Membership will be notified of the tie and that this draw occurred.

## 5.11 Election Appeal Procedure

- 5.11.1** Any Member, including a nominated candidate, the Assistant Returning Officer or Union Scrutineer may appeal an election decision of the Returning Officer if they have the support of at least ten (10) Members.
- 5.11.2** A written paper notice of appeal will be provided to the Board of Directors within seven (7) calendar days of the announcement of the election results. This notice must:
- (a) state how the Returning Officer's decision substantially affected the outcome of the election;
  - (b) state details of the infraction(s), including the Bylaw articles that may have been violated, and;
  - (c) be signed by at least ten (10) Members in Good Standing.
- 5.11.3** The President will call a Special Membership Meeting not less than fourteen (14) calendar days and not more than twenty-one (21) calendar days from receipt of the appeal notice. The notice of appeal will be sent to the Membership with the call for the Special Membership Meeting.
- 5.11.4** The Returning Officer will be notified of the notice of appeal and have the option to provide a written justification to be shared with the Membership prior to the Special Membership Meeting.
- 5.11.5** Other members wishing to present information at the Special Membership Meeting may register to do so in advance of the meeting date by providing written notice to the Union office. These members will be given a prescribed time slot at the Special Membership Meeting to present their information to the Membership. The person who put forward the appeal and the Returning Officer will be given the opportunity to present their case at the meeting.
- 5.11.6** The Membership will vote on whether the decision of the Returning Officer was erroneous and affected the election results. The appeal must be supported by two thirds (2/3) of those members present and voting at the Special Membership Meeting. Voting will be done by secret ballot whether virtual or in person and counting of the ballots will be overseen by the Financial Review Committee. The decision of the Membership will be final and binding.
- 5.11.7** Should the Membership deem that the decision of the Returning Officer impacted the election, the election results will be overturned and considered null and void and a new election will be called within fourteen days (14) and will be conducted by a newly appointed Returning Officer selected by the Assistant Returning Officer.

## **6. COMMITTEES**

### **6.1 Standing Committees**

The following Committees will be Standing Committees of the Union:

- (a) Negotiations
- (b) Discipline
- (c) Shop Stewards Assembly
- (d) Grievance Appeal
- (e) Financial Review
- (f) Bylaws

Standing Committees will follow these CSU 52 Bylaws and any terms of reference and/or policy & procedures of the Union as developed by the Board of Directors.

#### **6.1.1 Negotiations Committees**

##### **6.1.1.1 Each Negotiations Committee will:**

- (a) represent the Unionized members of the contractual unit on all matters pertaining to negotiations and bargaining;
- (b) provide the Union, through study and survey, with the best possible information on trends and developments across the nation in respect to wage increases and working conditions;
- (c) develop proposal demands and give guidance to the Membership on demands; and,
- (d) report to the Union at Membership Meetings on the progress of negotiations from time to time during the period of negotiations.

##### **6.1.1.2 Each Negotiations Committee consists of:**

- (a) the appointed CSU 52 Chief Negotiator;
- (b) Labour Relations Officer(s);
- (c) Contractual Unit Director; and,
- (d) Unit Members selected as per Board Policy and the Collective Agreement of the Bargaining Unit.

##### **6.1.1.3 Other:**

- (a) In the event of a change in the Contractual Unit Director due to a Board of Directors election, the newly elected Contractual Unit Director will join the committee. The outgoing Contractual Unit Director may remain a member of the Negotiations Committee until negotiations are concluded. Final approval of their continuation on the Committee will be at the discretion of the Board of Directors.
- (b) If the Contractual Bargaining Unit's Collective Agreement limits the number of Negotiation Committee members who will be paid by the employer, and the addition of the new Contractual Unit Director will exceed this limit, CSU 52 will pay the compensation for the additional member for the remainder of those negotiations.

- (c) A vacancy on the negotiations Committee will be filled at the discretion of the Contractual Unit Director and according to Board policy.

## **6.1.2 Discipline Committee**

### **6.1.2.1 The Discipline Committee will:**

- (a) investigate and process all charges against member(s) as brought before the Union under Bylaw Article 9; and,
- (b) at all times be guided by the Alberta Labour Relations Code, specifically Sections 26 and 152.

### **6.1.2.2 The Discipline Committee consists of:**

- (a) five (5) members elected for a two (2) year term with;
  - (i) three (3) members elected in even numbered years; and,
  - (ii) two (2) members elected in odd numbered years.

### **6.1.2.3 Other:**

- (a) A Director of the Board or Member of the Grievance Appeal Committee is not eligible to sit on the Discipline Committee.
- (b) Any member of the Discipline Committee must recuse themselves from an investigation of which they have intimate/privileged knowledge. In such a case, a substitute Member chosen by the remaining Members of the Discipline Committee will be appointed for the duration of the investigation.

## **6.1.3 Shop Stewards Assembly**

### **6.1.3.1 The Shop Stewards Assembly will:**

- (a) ensure the Collective Agreement, and labour and human rights are adhered to by observing and reporting on matters in the workplace;
- (b) represent the members in the work area by being aware, learned, a sounding board, and sharing information;
- (c) be a liaison with the members and the Union; and,
- (d) increase the knowledge, skill, and proficiency of Shop Stewards and the Union Membership.

### **6.1.3.2 The Shop Stewards Assembly consists of:**

- (a) The Chief Shop Steward;
- (b) The Assistant Chief Shop Steward; and,
- (c) Shop Stewards elected from their workplace.

### **6.1.3.3. Other**

- (a) Shop Stewards are nominated and elected by Members in Good Standing in November of odd numbered years in their specific Department or Section.
- (b) Ideally, Shop Stewards will represent total fifteen to thirty (15-30) members. In the event that there are less than fifteen (15) members in a Department or Section, the Shop Steward will represent one hundred percent (100%) of those members. The Chief Shop Steward will determine eligibility for situations when the set criteria in this bylaw do not apply.

## **6.1.4 Grievance Appeal Committee**

### **6.1.4.1 The Grievance Appeal Committee will:**

- (a) hear appeals of grievances denied by the CSU 52 Labour Relations Officers, staff, and the President of CSU 52. The President of CSU 52 and the involved Labour Relations Officer will be obligated to inform the grievor of the right to a hearing with the Grievance Appeal Committee, to determine if the decision by the President of CSU 52 and the Labour Relations Officer should be overturned and the grievance advanced. The decision of the Grievance Appeal Committee is final and binding; and,
- (b) hear appeals of the decision of the Discipline Committee. Its' decision on these appeals may be appealed to the General Membership.

### **6.1.4.2 The Grievance Appeal Committee consists of:**

- (a) five (5) members elected for a two (2) year term with;
  - (i) three (3) members elected in even numbered years; and,
  - (ii) two (2) members elected in odd numbered years.

### **6.1.4.3 Other:**

- (a) A Director of the Board or Discipline Committee Member is not eligible to serve on this Committee.

## **6.1.5 Financial Review Committee**

### **6.1.5.1 The Financial Review Committee will:**

- (a) review and report on the financial status of the Union;
- (b) ensure that the finances of the Union are managed in the best interest of the Membership, and are carried out in accordance with the mandate set by the Membership through these Bylaws or at a Member's Meeting;
- (c) review the financial transactions of the Union to ensure proper spending;
- (d) have a presence at Board meetings to ensure good financial governance; and,
- (e) address concerns that arise as a result of the Committee's reviews. These concerns will first be brought to the President, then the Board for review and resolution. Where the concerns of the Committee are not resolved by the President or the Board, the Committee may call a Special Membership Meeting for the purpose of addressing the situation with the Membership. Such a meeting may be called by a two-thirds (2/3) majority vote of the Committee. All applicable rules in Bylaw 7 will be followed for the Special Membership Meeting.

### **6.1.5.2 The Financial Review Committee consists of:**

- (a) the Chief Trustee of the Union; and,
- (b) two (2) members elected for a two (2) year term:
  - (i) one (1) member elected in even numbered years; and,
  - (ii) one (1) member elected in odd numbered years.

## **6.1.6 Bylaws Committee**

### **6.1.6.1 The Bylaws Committee will:**

- (a) ensure that the CSU 52 Bylaws are up to date and registered with the appropriate authorities;
- (b) research issues of importance and explore CSU 52 Bylaws and policies about specific subjects, with the goal of identifying gaps and implications, and draft proposed revisions for consideration at the request of the Policy & Procedures sub-committee of the Board of Directors;
- (c) identify any conflict and/or implications to the Bylaws arising from notices of motion;
- (d) advise the Union Membership of any conflicts and/or implications arising from the notices of motion, prior to the motions being voted on;
- (e) identify gaps between the Bylaws and Board policy and procedures; and,
- (f) report to the Policy & Procedures sub-committee of the Board of Directors (a member of the Policy & Procedures sub-committee will sit on the Bylaws Committee as a liaison).

### **6.1.6.2 The Bylaws Committee consists of:**

- (a) one (1) member of the Policy & Procedures Sub-Committee; and,
- (b) four (4) members elected for a two (2) year term with:
  - (i) two (2) members elected in even numbered years; and,
  - (ii) two (2) members elected in odd numbered years.

## **6.2 Election to Standing Committees**

**6.2.1** Other than the Negotiations Committee(s) and Shop Stewards Assembly, nominations and elections to committee positions will take place at the January Regular Membership Meeting and those Committee Members elected or appointed at that meeting will assume the duties of those committees on that day.

**6.2.2** The election process for the Shop Stewards Assembly is addressed in Bylaw 6.1.3.3.

**6.2.3** The Negotiations Committee will be selected for collective bargaining at the call of the Contractual Unit Director. Members of the contractual bargaining unit will be invited to submit an expression of interest to be on the Negotiations Committee. Interested participants will be reviewed and selected by the Contractual Unit Director, the Labour Relations Officer, and the Director of Labour Relations.

### **6.2.4 Committee Election Priority**

- a) When filling Committee vacancies, candidates may be nominated, but are only eligible for election or acclamation in the following order of priority, provided there are still remaining positions:
  - i) members who are serving on less than two (2) Committees that receive honorariums;
  - ii) members who are serving on two (2) or more Committees that receive honorariums;
  - iii) Directors of the Board.

- b) The Shop Stewards Assembly, the Members and Community Support Committee, and any Committee that does not receive an honorarium shall not be included when calculating the number of Committees a member is serving on for the purposes of this bylaw. This calculation shall include any Committees of the Union 52 Benevolent Society.
- c) A member who is elected to the Board while already serving on a Committee is not required to vacate their Committee position as a result of their election to the Board.

## 6.3 Quorum

- 6.3.1 Quorum for all Committees is a majority of Committee Members to conduct the meeting and for an honorarium to apply.
- 6.3.2 Quorum for the Shop Stewards Assembly is thirty (30) Shop Stewards. Quorum is only required to be present during the election of the Chief Shop Steward.

## 6.4 Vacancies

- 6.4.1 Unless otherwise outlined in these Bylaws, committee vacancies may be filled by appointment by the Board of Directors for the remainder of the term, using an expression of interest process established by the Board. If the Board has not filled a vacancy within sixty (60) days, the Committee may, by majority vote of its remaining members, appoint an eligible member to fill the vacancy for the remainder of the term. The Committee shall advise the Second Vice President of the appointment as soon as is practical.
- 6.4.2 In the event the Assistant Chief Shop Steward's position becomes vacant, the Shop Stewards will elect, at their next meeting, a Shop Steward to assume the duties of the Assistant Chief Shop Steward for the remainder of the term in office.
- 6.4.3 In the event a Shop Steward's position becomes vacant, the Chief Shop Steward may appoint, from that location, a Shop Steward for the remainder of the term in office.

## 6.5 Oath of Office & Confidentiality

Before beginning Committee duties or attending their first Committee meeting all Committee Members must sign the following documents. Committee Members are required to adhere to the following documents and may be suspended or removed from a Committee for failure to do so:

- (a) Oath of Office (see Appendix A)
- (b) Oath of Confidentiality (as found in Board policy)

## 6.6 Removal of Committee Members

The Board of Directors may by a two-thirds vote remove a Committee member from any Committee for cause such as, but not limited to, poor attendance or improper conduct.

## 6.7 Electronic Committee Meetings & Electronic Participation in Committee Meetings

Any Committee meeting may be held fully or partially electronically through the use of Internet meeting services designated by the Committee. The service must provide that all participating Committee Members may speak and hear each other audibly.

## 6.8 Other Committees

The Board of Directors may create other committees as needed to assist in the work of the Union. All other committees will follow these CSU 52 Bylaws and any terms of reference and/or policy & procedures of the Union as developed by the Board of Directors.

## 6.9 Wage Replacement Committees

Wage Replacement Committees are not considered paid Committees.

# 7. MEETINGS

## 7.1 Membership Meetings (Regular and Special)

### 7.1.1 Regular Membership Meetings

**7.1.1.1** Regular Membership Meetings of the Union will be held immediately following the Union 52 Benevolent Society meetings five (5) times per year on the second Monday of January, the first Tuesday of April, the first Wednesday of June, the first Thursday of October, and the first Thursday of December. The Board may alter these dates (within the same month) if necessary to align the meetings of the Society and CSU 52 on the same date. If an alteration is made, at least 14 days' notice of the new date will be provided.

**7.1.1.2** The April Regular Membership Meeting is also considered to be the Annual General Meeting of the Union.

**7.1.1.3** Members wishing to bring forward a motion at a Regular Membership Meeting must provide notice of the motion they intend to make at least 21 days before the meeting. The notice of motion is to be provided in writing to the Second Vice-President of the Board. All notices of motion properly submitted will be included on the agenda under the New Business section of the agenda.

### 7.1.2 Special Membership Meetings

**7.1.2.1 Special Membership Meetings of the Union will be held:**

- (a) at the call of the President;
- (b) at the call of any fifty (50) Members in Good Standing provided that these Members provide the Board a letter signed in writing or electronically by the 50 Members indicating the purpose of

the meeting. The Board will hold that meeting within 30 days after receiving the Members' letter. The Board may create forms and procedures to facilitate the calling of such a meeting; or,

(c) by other provisions as found elsewhere in these Bylaws.

**7.1.2.2** Notice of a Special Membership Meeting will be provided by written notice posted on the CSU 52 website and by email to Members who have provided their personal email. Notice will be posted/sent at least fourteen (14) days prior to the meeting.

**7.1.2.3** The Board will give effort and consideration to hold the meeting at a time and location that is convenient to the majority of Members.

**7.1.2.4** Special Membership Meetings will consider only that business for which the meeting has been called and as is set forth in the notice of the Special Membership Meeting.

### **7.1.3 Quorum And Adjournment**

**7.1.3.1** A quorum of 50 Members is required for any Membership Meeting. Once the Chair establishes quorum, it is presumed to exist unless a member raises a point of order that attendance has dropped below 50.

If quorum is missing at the start or is lost during the meeting, the Chair will recess the meeting for up to 30 minutes. If quorum is not regained, the meeting is adjourned. All decisions made while quorum was present or presumed remain valid.

#### **7.1.3.2 Adjournment**

- (a) If a meeting adjourns before finishing its agenda, unfinished business carries over to the next Regular Membership Meeting. However, if there are no more Regular Membership Meetings that calendar year, the Board of Directors must decide any pending Financial Motions (as defined in Bylaw 7.1.9) by December 31.
- (b) To pass a Financial Motion under clause (a), the Board requires a two-thirds (2/3) affirmative vote of Directors present and voting.
- (c) Board decisions made under this Bylaw carry the same authority as Membership approvals. They must be reported to the Membership and recorded in the minutes of the next Regular Membership Meeting.

### **7.1.4 Who May Attend**

Members in Good Standing and Associate Members may attend any Membership Meetings. Honorary Members may attend only Regular Membership Meetings. Guests may attend at the discretion of the Chair.

### 7.1.5 Place & Format of the Meeting

The Board of Directors determines the location, format, and time of all Membership Meetings, subject to any rules in these Bylaws.

### 7.1.6 Chair

The President of the Union has the right to preside over any Membership Meeting. The Board of Directors, with the consent of the President, may assign the presiding duties to another Member of the Union or to a Non-Member who is experienced and qualified to preside over meetings. If the President is not present and no one has been assigned by the Board to chair the meeting, the Members may elect a Member to serve as the temporary Chair for that meeting.

### 7.1.7 Electronic Meetings & Electronic Participation in Membership Meetings

All Membership Meetings must be held fully or partially electronically through the use of Internet meeting services designated by the Board. The service must provide that all participating Members may speak and hear each other audibly and that all participating Members be able to vote. Members are responsible for the suitability of their equipment and internet connection.

### 7.1.8 Recording of Meetings

The Board of Directors will record all meetings and these recordings are available upon request as outlined in Board Policy. Recording, streaming, taking screen shots or making reproductions of the material presented at a Membership Meeting by Members is prohibited and any Member found doing so is subject to member discipline as per the CSU 52 Bylaws.

### 7.1.9 Financial Motions

7.1.9.1 A “Financial Motion” is any motion that sets or changes:

- (a) Initiation fees (Bylaw 3.5.2)
- (b) Dues (Bylaw 3.6.1)
- (c) Honorariums (Bylaw 8.1)
- (d) Expense reimbursement (Bylaw 8.2)

7.1.9.2 A Financial Motion requires proper notice of motion under Bylaw 7.1.1.3. It must be recommended by the Board of Directors, unless 75% of Members present and voting agree to allow its introduction without the Board's recommendation.

#### 7.1.9.3 Handling of Financial Motions

The following rules apply to Financial Motions, using the definitions found in the current edition of Robert’s Rules of Order **Newly Revised**:

- (a) **Delaying Motions:** A motion to *Postpone Indefinitely* is out of order. Motions to *Postpone to a Certain Time* or *Commit or Refer* (to a committee) are only in order if they set a reporting or decision deadline no later than the December Regular Membership Meeting.
- (b) **December Deadline:** If a Financial Motion is postponed to (or referred to a committee and not reported back by) the December

Regular Membership Meeting, the motion must be taken up by the Membership at that meeting as if it had been reported. The Financial Motion must then be finally decided before adjournment, and any further motions to postpone are out of order.

- (c) **Limits on Amendments:** To ensure members have fair notice of financial impacts, an amendment to a Financial Motion is out of order if it:
- i. Reverses the direction of the proposed change;
  - ii. Proposes a rate that is more than 20% higher or lower than the original notice proposed;
  - iii. Alters the structure of the rate (for example, adding a flat rate component not included in the original notice); or
  - iv. Adds or removes a separate rate that targets only a specific subset of Members, unless that was included in the original notice.

## 7.2 Board Meetings (Regular & Special)

### 7.2.1 Regular Board Meetings

The Board, prior to December 31 of each year, will approve an annual schedule of meetings for the upcoming year. The schedule must meet all Bylaw requirements. Revisions to this schedule may be made by Board motion at any subsequent meeting. These meetings will be considered the Regular Board Meetings of the Board of Directors.

### 7.2.2 Special Board Meetings

The President or a majority of Board members may call a Special Board Meeting. A minimum of 3 days notice is required for any Special Board Meeting. Notice may be waived if agreed to by all Members of the Board.

### 7.2.3 Quorum

Quorum for any Board Meeting is a majority of the current members of the Board.

### 7.2.4 Location & Format

The President or delegate decides the location and format of Board Meetings.

### 7.2.5 Who May Attend

When Board Meetings are held in person Members in Good Standing may attend and observe the meeting. Prior notice must be provided to the Board of Directors. Notice will be provided according to Board policy. The Board may invite guests and others to attend and speak at the Board of Directors meetings.

### 7.2.6 Agenda

The Chair prepares the agenda for each Board meeting and provides this agenda online no less than three days before the Board meeting. The agenda is subject to the approval of the Board of Directors near the beginning of the Board meeting.

### **7.2.7 Meeting Minutes**

Draft minutes of Board Meetings will be posted on the Union website within 14 days after the meeting.

### **7.2.8 Decisions Between Meetings**

The Board may adopt (pass) a motion by email between meetings if the motion is agreed to by every Member of the Board of Directors, except for any Director who expressly abstains for conflict of interest reasons. Motions may be voted on but may not be debated. The motion must be sent by the President only and is sent with a yes/no option. Decisions adopted in this matter will be noted in the minutes of the following meeting.

### **7.2.9 Electronic Board Meetings & Electronic Participation in Board Meetings**

Any Board Meeting may be held fully or partially electronically through the use of Internet meeting services designated by the Board. The service must provide that all participating Members may speak and hear each other audibly and that all participating Members be able to vote. Members are responsible for the suitability of their equipment and internet connection.

## **7.3 Other Meetings**

### **7.3.1 Contractual Unit Meetings**

Each Contractual Unit Director elected to represent a contractual bargaining unit must hold a minimum of two (2) meetings per year with their contractual bargaining unit members. For units represented by the Small Units Director under Bylaw 4.1(h), the Small Units Director must hold a minimum of one (1) meeting per year with members of each bargaining unit they represent. The Contractual Unit Director or Small Units Director determines the location, format, proposed agenda, and time of their Unit meetings.

### **7.3.2 Shop Steward Assembly Sessions**

Shop Steward Sessions will be held a minimum of five (5) times per year on the third Tuesday of February, March, May, September and November. The Chief Shop Steward determines the location, format and time of these sessions.

## **8. COMPENSATION AND EXPENSES**

### **8.1 Honorariums**

Honorariums for the Board of Directors and Committee Members will be proposed by the Board of Directors and subject to approval by the Membership (typically at the October Regular Membership Meeting) and will be for the twelve (12) month period commencing January 1 after the decision. If the Membership does not approve honorariums in any given year, the honorarium amounts for the current year will be the amounts for the upcoming year.

### **8.2 Expense Reimbursement**

Expense reimbursement (including mileage) for the Board of Directors and Committee Members will be proposed by the Board of Directors and subject to approval by the Membership (typically at the October Regular Membership Meeting) and will be for the twelve (12) month period commencing January 1 after

the decision. If the Membership does not approve expense reimbursement amounts in any given year, the amounts for the current year will be the amounts for the upcoming year.

### **8.3 President's Salary**

The annual salary of the President will be paid at five percent (5%) over the top of "Step F" of the Labour Relations Officer rate. In the case of a Part-time President, the salary will be pro-rated accordingly.

### **8.4 Compensation for Acting President**

Compensation for filling the role of the President on a part-time basis will be at the rate of five percent (5%) below the President's current salary for hours worked, or wage replacement, whichever is greater. Should the individual earn more than the hourly rate of the President, wage replacement will prevail with no premium. Compensation for filling the role of the President on an ongoing basis will be the current salary of the President. Should the individual filling the role earn more than the hourly rate of the President, they will receive the salary of the President with no premium.

## **9. DISCIPLINE OF MEMBERS**

### **9.1 Grounds & Process**

#### **9.1.1 Grounds of Discipline**

Any Member may bring another Member before the Union for discipline where the other member:

- (a) violates these Bylaws;
- (b) supports, organizes or assists in the withdrawal of members from this Union;
- (c) publishes or circulates among the member(s) false reports or misrepresentations;
- (d) misappropriates the funds or assets of this Union;
- (e) furnishes a complete or partial list of the Membership of this Union to any unauthorized person(s);
- (f) crosses any lawful picket line;
- (g) fails to comply with the penalties imposed by the Discipline or Grievance Appeal Committees;
- (h) engages in any other conduct prejudicial to the good order and welfare of this Union.

#### **9.1.2 Initiation of Charges**

**9.1.2.1** A Member initiating a charge that another member has contravened one or more of the grounds enumerated in Bylaw 9.1.1 will deliver a written, signed and dated complaint to the Chair of the Discipline Committee.

**9.1.2.2** The charge will be delivered to the Chair of the Discipline Committee not more than ninety (90) calendar days after the date the member first became aware, or reasonably should have been aware, of the occurrence of the act giving rise to the charge.

**9.1.2.3** The time intervening, if any, between a joint request of members to initiate an Alternative Dispute Resolution process, established in accordance with the Union's Alternative Dispute Resolution Policy, and the date the Alternative Dispute Resolution process concludes will not be included in the calculation of this time limitation.

**9.1.2.4** The charge will include:

- (a) the name of the Member being charged;
- (b) the section(s) of Bylaw 9.1.1 alleged to have been contravened, including specification of any section(s) of the Bylaws alleged to have been violated;
- (c) details of the charge, including particulars as to the date and location of the alleged contravention; and,
- (d) the signature, printed name and contact information of the Member bringing the charge.

### **9.1.3 Pre-Hearing Procedure**

**9.1.3.1** The Chair of the Discipline Committee will call a meeting of the Discipline Committee within twenty-one (21) calendar days of receipt of the charge to review the charge to ensure that it meets the requirements of Bylaw 9.1.2.

**9.1.3.2** If it is determined that the charge does not meet the requirements of Bylaw 9.1.2 the charge will be dismissed and the Member bringing the charge will be notified accordingly.

**9.1.3.3** If it is determined that the charge meets the requirements of Bylaw 9.1.2 all documentation before the Committee will be provided to the Member charged.

### **9.1.4 Discipline Committee Hearing**

**9.1.4.1** Except as otherwise prescribed by the Bylaws, the procedures to be followed at Discipline Hearings will be in accordance with the CSU 52 Discipline Policy.

**9.1.4.2** The Discipline Committee will forthwith arrange for a hearing to take place and will provide the parties at least fourteen (14) calendar days' notice of the date, time and location of the hearing.

**9.1.4.3** Should the Member bringing the charge fail to attend the hearing, the Discipline Committee will dismiss the charge.

**9.1.4.4** The Discipline Committee, where it so requires, may have the assistance of legal counsel. Legal counsel for the Discipline Committee will provide only legal advice and assistance to the Committee and will not participate in decision-making, present evidence or provide legal assistance to any other participant. The Union will pay the costs of the legal counsel for the Discipline Committee.

**9.1.4.5** After the hearing, the Discipline Committee will meet and deliberate to make its decision and to prepare written reasons. Only Members of the Discipline Committee

who attend the hearing may participate in decision making. The decision of the majority is the decision of the Committee. If there is no majority, the decision of the Chair is the decision of the Committee.

**9.1.4.6** Within fourteen (14) calendar days of the conclusion of the hearing, or such further time as may be agreed by the parties, the Discipline Committee will provide its decision. The decision will be in writing with copies immediately delivered to the member bringing the charge and to the member charged.

**9.1.4.7** If the Discipline Committee finds that the charge is not proven on a balance of probabilities, it will dismiss the charge or those parts of the charge as are not proven.

## **9.2 Penalty**

**9.2.1** If a charge is found to be proven the Discipline Committee may, as part of its decision, impose a penalty against the member charged. The penalty may include one or more of the following:

- (a) a verbal or written reprimand;
- (b) a requirement to take certain types of education;
- (c) a requirement to take steps to rectify any wrongs created by actions or conduct of the member charged;
- (d) suspension of Membership in good standing, which includes suspension from holding Union positions; or,
- (e) such other reasonable penalty options as the Discipline Committee determines are appropriate in the circumstances.

**9.2.2** A time limit will be fixed by the Discipline Committee both as to commencement and duration of any suspension and for any action that is required to be taken by the Member charged, and the time when the action must be completed.

**9.2.3** Any penalty imposed will be stayed and will not take effect pending exhaustion of rights of appeal as provided in Bylaw 9.3.

**9.2.4** To reinstate a suspended Member in Good Standing, the member must complete a new Membership Card Application and reaffirm the CSU 52 Oath.

**9.2.5** The Discipline Committee will be responsible to monitor whether its decisions have been complied with and to report non-compliance to the Board of Directors and the General Membership.

## **9.3 Appeal to the Grievance Appeal Committee**

**9.3.1** The decision of the Discipline Committee may be appealed by the Member bringing the charge, or by the Member charged, by delivering written notice of the appeal to the Chair of the Grievance Appeal Committee not more than fourteen (14) calendar days after the decision of the Discipline Committee is delivered to the Member.

- 9.3.2** The grounds of appeal must be stated in the Notice of Appeal and will be limited to:
- (a) the decision of the Discipline Committee is unsupported by the evidence presented;
  - (b) a substantive failure of the Discipline Committee to comply with the requirements of fairness which may have impacted the decision reached;
  - (c) the penalty imposed is excessive or otherwise inappropriate; or,
  - (d) new and previously unavailable evidence to be tendered for consideration.
- 9.3.3** The Chair of the Grievance Appeal Committee will convene a hearing of the Grievance Appeal Committee to review the case within thirty (30) calendar days of receiving the appeal and will provide at least fourteen (14) calendar days' notice of the date, location and time of the hearing to all parties affected by the Appeal Proceedings.
- 9.3.4** The Grievance Appeal Committee will conduct the hearing on the appeal in accordance with the procedures set out in the CSU 52 Discipline Policy.
- 9.3.5** Only Members of the Grievance Appeal Committee who attend the hearing may participate in decision-making. A quorum of at least three (3) Committee Members is required to conduct appeal proceedings. The decision of the majority is the decision of the Committee. If there is no majority, the decision of the Chair is the decision of the Committee.
- 9.3.6** The Grievance Appeal Committee will provide its written decision and reasons to the member charged and to the member bringing the charge within fourteen (14) calendar days after the conclusion of the hearing, unless otherwise agreed by the parties.
- 9.3.7** The decision of the Grievance Appeal Committee may be to uphold or reverse the decision of the Discipline Committee or may be to modify the penalty imposed by the Discipline Committee. Where the decision is to modify the penalty, such decision must include the date when the penalty is to commence, the duration of the penalty and the date when the penalty must be completed.

## **9.4 Participation in Decision Making**

- 9.4.1** Should an investigation of a charge have been commenced, but a decision not rendered when the term of office of a Discipline Committee member expires, such Member will continue to serve until all proceedings have concluded and decisions have been rendered. New charges or ones for which the investigation has not been commenced will be handled by the incoming Discipline Committee.
- 9.4.2** Should a member of the Discipline Committee or the Grievance Appeal Committee be elected to the Board of Directors of the Union, such Member will not participate in Discipline Committee proceeding or Grievance Appeal Committee proceedings after taking office as a Member of the Board of Directors.

## 9.5 Appeal to the General Membership

- 9.5.1 Only the Member charged may appeal the decision of the Grievance Appeal Committee to the General Membership.
- 9.5.2 Notice of Motion to appeal to the General Membership to overturn the decision of the Grievance Appeal Committee must be given to the Board of Directors in writing within fourteen (14) calendar days of the date the decision of the Grievance Appeal Committee is delivered to the parties.
- 9.5.3 The President will cause the Notice of the Motion to be sent to the Members. The Motion will be included in the agenda for the next Regular Membership Meeting following a notice period of at least one (1) month.
- 9.5.4 The Member charged will provide a written statement of the reasons for the appeal for inclusion with the Notice of Motion to the Members.
- 9.5.5 The Grievance Appeal Committee will provide, for inclusion with the said Notice of Motion, a copy of the decision made by the Grievance Appeal Committee.
- 9.5.6 The decision of the Grievance Appeal Committee may be overturned by a two-thirds (2/3) majority of those Members present and voting by secret ballot in favour of the motion to overturn the decision. The Chair will announce whether the Motion has been carried.
- 9.5.7 The results of the vote of the Membership on the Motion to overturn the decision of the Grievance Appeal Committee will be announced at the meeting and be recorded in the Meeting Minutes. The decision of the Membership will be final and binding.

## 9.6 Final Decision

If there are no appeals, all appeals have been exhausted or all appeal periods have expired, then the decision of the Discipline Committee, the Grievance Appeal Committee or the General Membership as the case may be is final and binding. Any penalty imposed will be announced at the next Regular Membership Meeting, except in the case of appeal to the General Membership, where the penalty imposed, if any, will be announced at the same meeting that heard the appeal.

## 9.7 Records

All records of the Discipline Committee and the Grievance Appeal Committee will be treated as confidential and kept in a secure location.

## 9.8 Electronic Correspondence

Except where otherwise required by the Labour Relations Code, or unless the Chair of the Discipline Committee otherwise directs, all correspondence and decisions delivered under this Article 9 shall be delivered by e-mail to the e-mail address on file with the union, if one exists. If a party does not have an email address on file, the correspondence will instead be mailed to the party.

## **10. BYLAW AMENDMENTS**

- 10.1** These Bylaws may be amended in one of the two following ways.
- (a) By motion on behalf of the Board of Directors at any Membership Meeting provided notice of the proposed amendment(s) were provided to the Members at a previous Regular Membership Meeting. The details of the proposed amendment(s) will be provided to Members at least 21 days in advance of the meeting in which they will be considered.
  - (b) By motion of any Member of the Union at the April Regular Membership Meeting provided that notice of proposed amendment(s) is provided at the January Regular Membership Meeting and that full details of the proposed amendment(s) is provided to the Second Vice-President in writing no later than the last day of February of the same year. These details will be provided to Members at least 21 days in advance of the April Regular Membership Meeting.
- 10.2** Adopted amendments come into effect immediately following the meeting in which they were approved unless otherwise specified in the motion to approve them.
- 10.3** Amendments require a minimum of seventy-five percent (75%) of the members present and voting, to be adopted.
- 10.4** The Board of Directors may approve non-substantive revisions that do not alter the interpretation or meaning of the Bylaws including:
- (a) correcting spelling or grammatical errors;
  - (b) formatting and numbering;
  - (c) updating references to other areas of the Bylaws or other Union documents such as policy or procedures; and
  - (d) updating the election cycle only as provided by Bylaw 4.4(e).

## **11. OTHER BYLAWS**

### **11.1 Confidentiality**

All business done at any meeting outlined in these Bylaws is strictly confidential.

### **11.2 Electronic Meetings**

The Board reserves the right to set policies and procedures for the effective delivery of and participation in any meetings outlined in these Bylaws that use electronic delivery in whole or in part.

### **11.3 Parliamentary Authority**

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern all meetings outlined in these Bylaws in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the Union may adopt.

## **11.4 Seniority**

CSU 52 and its agents will not file grievances which result in the Union challenging the qualification of senior selected candidates on job postings, and as a result will not accept any grievances on behalf of junior applicants.

## **11.5 Audit & Auditor**

The financial records of the Union shall be audited at least once a year by an accountant duly qualified to perform audits. The Board of Directors will recommend an auditor to the Membership at the first Regular General Meeting after the contract with the current Auditor expires. The recommendation can be for a contract not to exceed five years. The audited financial statements for the previous year and an auditor's report will be provided by the auditor for the Annual General Meeting of the Union.

## **Appendix A - Declaration to Office**

All elected Directors and Committee Members must sign a Declaration to Office form bearing the text of this oath outlined below, before assuming office.

I, \_\_\_\_\_, do most solemnly declare that I will perform the duties of my office for my elected term to the best of my ability as described in the CSU 52 Bylaws.

I will seek to know and abide by all the bylaws, applicable policies and legislation as required for me to perform the duties of my office in CSU 52.

I will preserve the dignity of CSU 52. I will lead by example, conduct myself in a professional manner, and will preserve confidential Union matters as such.

Within fourteen (14) days of the end of my term in office, I will return all property belonging to CSU 52.