

BYLAWS

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 37



AMENDED: JANUARY 18, 2016
APPROVED: JANUARY 22, 2016
AMENDED: OCTOBER 12, 2023
AMENDED: SEPTEMBER 24, 2024

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INTRODUCTION

Your union. Unity is strength.

- Study the Constitution.
- Study the Bylaws.
- Study the Collective Agreement.
- Attend as many meetings as possible.
- Become acquainted with and consult the Steward in your department.
- Learn the order of business and follow it when attending meetings; when in doubt ask the guidance of the Chair.
- Participate by voting.
- Your union is important to you. Your participation is vital.

PREAMBLE

Local 37 of the Canadian Union of Public Employees has been formed to:

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

The following Bylaws are adopted by the Local 37 pursuant to and to supplement Appendix “B” of the CUPE Constitution, in order to safeguard the rights of all members, provide for responsible administration of the Local, and involve as many members as possible through the sharing of duties and responsibilities.

(Article 13.3 and Appendix B.5.1)

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

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

SECTION 1 – NAME

The name of this Local Union shall be Canadian Union of Public Employees, LOCAL 37.

Local 37 consists of the following bargaining units:

- 00 - City of Calgary
- 01 - Canadian Rockies Regional Division #12
- 02 - Town of Vulcan
- 03 - Town of Canmore
- 04 - Town of Nanton
- 05 - Town of Irricana
- 06 - Heritage Park
- 07 - City of Chestermere

SECTION 2 – OBJECTIVES

The objectives of Local 37 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 Application

- (i) Any person who is within the jurisdiction of CUPE Local 37 is eligible to apply for membership in CUPE Local 37 by signing an application and paying the initiation fee set out in Section 11(a) of these bylaws. (Appendix B.8.1)
- (ii) Upon payment of the initiation fee and acceptance by CUPE Local 37, members remain in good standing unless:
 - (1) Employment within the jurisdiction of CUPE Local 37 ceases in any form.
 - (2) Permanent exit from the jurisdiction of CUPE Local 37 occurs.
 - (3) No normal per capita is paid while on Long Term Disability (see Section 17).
 - (4) By decision of a duly constituted trial committee and as approved by the members.
 - (5) By non-payment of constitutional assessments, levies, fines or any other arrears.

(b) Approval of Membership

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

(Appendix B.8.2)

(c) Oath of Membership

New members will take this oath:

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

(Appendix B.8.4)

(d) Membership Retention

Any member whose employment within the jurisdiction of CUPE Local 37 ceases but has the right to future employment, including leaves of absence and layoffs, shall:

(i) Be able to attend General Meetings with voice and no vote.

(e) Continuation of Membership

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

(Appendix B.8.3)

(f) Member Obligations

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

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

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

SECTION 5 – INTERPRETATION

3.1 Authority for Interpretation

The interpretation of these bylaws shall be vested in the office of the Local President. The Local President shall have the initial authority to interpret the provisions contained within these bylaws, ensuring their application and understanding within the local Union.

3.2 Challenge to Local President's Interpretation

In the event that there is a challenge to the interpretation of these bylaws as made by the Local President, any member or group of members affected by such interpretation shall have the right to appeal the decision. The appeal shall be submitted in writing to the National President, outlining the specific challenge and providing a supporting rationale.

3.3 National President's Role in Interpretation

Upon receipt of an appeal challenging the Local President's interpretation, the National President shall assume the responsibility of interpreting the bylaws in question.

The National President's decision shall serve as the final and binding interpretation for the local Union.

3.4 Binding Nature of Interpretation

Members are expected to adhere to and comply with the interpretations provided, ensuring consistent application and understanding of the bylaws within the organization.

3.5 Supremacy of National Constitution

In all matters of interpretation and application, the national constitution shall take precedence over these bylaws. Should any conflict arise between the two, the provisions of the national constitution shall govern and guide the resolution of such conflict.

SECTION 6 – AFFILIATIONS

In order to strengthen the labour movement and work toward common goals and objectives, Local 37 may be affiliated to and pay per capita tax to the following organization(s):

- The CUPE Alberta Division
- The Alberta Federation of Labour
- Calgary & District Labour Council
- CUPE Calgary District Council

SECTION 7 – MEETINGS

(a) Regular Membership Meetings

Regular membership meetings of Local 37 shall be held on the second Tuesday of the month at 7:00 pm at the Local 37 Union Hall (5112 3 St SE, Calgary, AB T2H 1J6). Notice of each regular membership meeting outlining the date, time, and location shall be given to members at least seven days before the meeting.

When a statutory holiday or a situation beyond the control of the Local Union arises that 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.

Regular membership meetings will not be held in the months of July and August.

(b) Special Membership Meetings

Special membership meetings of Local 37 may be required and shall be called by the Executive Board or may be requested in writing by no fewer than thirty (30) members.

The President 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 is given.

(c) Quorum

The minimum number of members required to be in attendance for the transaction of business at any regular or special meeting shall be thirty (30) members, plus three (3) members of the Executive Board and two (2) Executives at Large.

(d) Membership Meeting Agenda

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

1. Acknowledgement of Indigenous Territory
2. Roll call of Officers
2. Reading of the Equality Statement
3. Voting on new members and initiation
4. Reading of the minutes
5. Matters arising from the minutes
6. Secretary-Treasurer'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)

(e) Bargaining Unit Meetings

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

The minimum number of members required to be in attendance for the transaction of business at any bargaining unit meeting shall be five (5) bargaining unit members plus two (2) members of the Executive Board. Members from other bargaining units in the Local Union may attend these meetings without a vote but with a voice and are not counted as part of the quorum.

SECTION 8 –NOMINATION, ELECTION, AND INSTALLATION OF OFFICERS

(a) General Eligibility

- (i) All those eligible to hold office shall:
 - (1) Have been members of and paid dues to CUPE Local 37 continuously for the 12 consecutive months prior to the election.
 - (2) Have attended six (6) regular scheduled General Meetings in the previous 12 months prior to the nomination meeting.
- (ii)
 - (1) No member shall be allowed to be elected to more than one executive board position.
 - (2) No nomination shall be accepted unless the member is in attendance at the nominations meeting, or has allowed to be filed, at such meeting, their consent in writing, witnessed by two members. A member in attendance at the nomination meeting will be asked to complete a Nomination Form on-site.
 - (3) Nothing contained in Section 8 Elections of Office, shall be deemed to conflict with the provisions of the CUPE National Constitution.
- (iii) In the event an elected Officer accepts an assignment outside of the jurisdiction of CUPE Local 37, that is related to Union business, either Local, Provincial or National, the following rules shall apply:
 - (1) The elected Officer in question shall be deemed to be on a leave of absence from all elected positions for the duration of the book-off. All voices and votes are suspended.
 - (2) Any temporary vacancies created by this book off shall be filled interim at the discretion of the Executive and appointed by the President.

(b) Election Committee

For the purpose of conducting the annual elections, the President shall, subject to the approval of the members at the regular December meeting, appoint one Returning Officer. Up to six (6) Assistant Returning Officers who are not running to be candidates for elected office, may preside over the nomination and election meetings. The CUPE National Representative shall assist this electoral committee.

(c) Election Procedures

- (i) The Executive Board shall be composed of Local 37 members within three electoral groups serving three-year terms.

President Group:
President

Assistants Sergeant-at-Arms
2 Executive-at-Large

Trustee

Recording Secretary Group
Recording Secretary
Vice President
Assistants Sergeant-at-Arms

2 Executive-at-Large
Trustee
Finance Group:
Treasurer

Sergeant-at-Arms
2 Executive-at-Large
Trustee

| One Time Adjustment | | | | New Election Structure | | | | | |
|---------------------|----------------------|--------------------|------------------------------|----------------------------------|----------------------|----------------------------------|------------------------------|--|------------------------------|
| Realignment Year 1 | | Realignment Year 2 | | New Alignment Year 1 - Treasurer | | New Alignment Year 2 - President | | New Alignment Year 3 – Recording Secretary | |
| <i>Term</i> | <i>Position</i> | <i>Term</i> | <i>Position</i> | <i>Term</i> | <i>Position</i> | <i>Term</i> | <i>Position</i> | <i>Term</i> | <i>Position</i> |
| 3 | President | 3 | Recording Secretary | 3 | Treasurer | 3 | President | 3 | Recording Secretary |
| 2 | Treasurer | 3 | Vice President | 3 | Sergeant-at-Arms | 3 | Assistant Sergeant-at-Arms 2 | 3 | Vice President |
| 2 | Sergeant-at-Arms | 3 | Assistant Sergeant-at-Arms 1 | 3 | Executive-at-Large 2 | 3 | Executive-at-Large 1 | 3 | Assistant Sergeant-at-Arms 1 |
| 3 | Executive-at-Large 1 | 2 | Assistant Sergeant-at-Arms 2 | 3 | Executive-at-Large 3 | 3 | Executive-at-Large 6 | 3 | Executive-at-Large 4 |
| 2 | Executive-at-Large 2 | 3 | Executive-at-Large 4 | 3 | Trustee 1 | 3 | Trustee 2 | 3 | Executive-at-Large 5 |
| 2 | Executive-at-Large 3 | 3 | Executive-at-Large 5 | | | | | 3 | Trustee 3 |
| 2 | Trustee 1 | 2 | Executive-at-Large 6 | | | | | | |
| | | 2 | Trustee 2 | | | | | | |
| | | 3 | Trustee 3 | | | | | | |

The candidate receiving the most ballots cast shall be declared elected.

(d) Nominations

- (1) A nomination meeting shall be held in conjunction with the scheduled General Meeting in January of each year.
In the event this meeting is cancelled due to lack of quorum, only those nominations received by Nomination Form or Letter of Nomination will be accepted.

- (2) Nomination Forms will be available at the CUPE Local 37 Union office during regular union office hours, commencing four calendar weeks prior to the scheduled January General Meeting.

Nomination Forms will also be available at the nomination meeting.

- (3) Only nominations made at the nomination meeting or by letter of nomination will be accepted.

If work or other reasons preclude a member from attending this meeting, a Nomination Form or Letter of Nomination signed by the nominee and witnessed by two members must be forwarded to a Returning Officer.

Members may be nominated for more than one position.

- (4) To be eligible for nomination, the nominee must have been accepted into membership and continue to be a member in good standing.
(Appendices B.8.1, B.8.2 and B.8.3)
- (5) 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.
- (6) No member will be eligible for nomination if they are in arrears of dues and/or assessments.
- (7) The Returning Officer and the Assistant Returning Officers, with the assistance of the CUPE National Representative, shall process the nominations and make preparations for the election, including preparing the ballots.

(e) Elections

(i) Mail In

- (1) Ballots shall be prepared by the Electoral Committee, listing the positions and the names of all persons running for each position. Names shall be listed in alphabetical order on each ballot.
- (2) A record will be kept of all persons who vote by marking their names off on the Union membership list.
- (3) Ballots will be mailed out to eligible members.
- (4) The Electoral Committee will ensure that the ballots are picked up at the post office on the Thursday before Election Day by 11:00 a.m.
No other ballots received after this date and time will be counted.

(5) The Electoral Committee will open the ballot envelopes to prepare for counting.

(ii) Election Day

(1) Election Day will be held the first Saturday in March, starting at 9:00 a.m. sharp and closing at 12:00 noon. The results will be posted.

(2) Nominees who choose to have a scrutineer should have their scrutineer be present by 9:00 a.m. the first Saturday in March, election day, as the Election Committee shall commence counting ballots at 9:00 a.m.

(3) Members in good standing, who have not voted and are in attendance at the election meeting, shall be issued ballots for all vacant positions.

(4) The ballots shall be added to the counting process for voting on each position.

(5) Vacant positions created as a result of an incumbent being elected to another position at the election meeting shall be filled at the next regular General Meeting.

(iii) Subsequent Ballots for Scheduled Elections

In the event, that two or more candidates receive the same number of ballots (tie) and these candidates receive more ballots than any other candidate for that position the following shall apply:

(1) A run-off election shall be held for the tied position.

(2) Only those candidates who are tied shall appear on this ballot.

(3) This election shall take place at the next Regular General Meeting.

(4) A new ballot specific to the tied position shall be issued to all members present.

(5) Balloting as above shall continue until only one candidate receives the most ballots cast.

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

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

(h) Installation of Officers

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

(Appendix B.2.4)

- (ii) 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 Appendix 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.

- (iii) The Oath of Office to be read by the newly elected Officers is:

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

(Article 11.7(b))

(e) By-Elections

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

SECTION 9 – EXECUTIVE BOARD

- (a) The Executive Board shall comprise of the seven elected Table Officers and six elected Executives-at-Large, except Trustees.
- (Appendix B.2.2)
- (b) The Executive Board shall meet at least eight (8) times per year, this being the first Tuesday of each month.
- (Appendix B.3.14)
- (c) The Executive Board shall be the governing body of the Local, subject always to the will of the membership.
- (d) Seven (7) of these shall constitute a quorum of whom two must be Table Officers for the purpose of the Executive Board meeting.
- (e) All duly elected Executive Board members shall be installed at the next regular membership meeting or at the election meeting.

- (f) Should any Executive Board member fail to attend three consecutive Regular General Membership or Executive Board meetings without having submitted good and sufficient cause in writing, their office shall be declared vacant and shall be filled by an election at the following membership meeting.

(Appendix B.2.5)

- (g) Depending on the educational needs of the newly elected Executive Board, training will be scheduled for full-time Officers first, then remaining Table Officers, and finally, the remaining Executive Board. With a fiscally responsible process, this will be accomplished through schools, conferences, or in-house sessions as required and approved by the Executive.

SECTION 10 – OFFICERS

- (a) CUPE Local 37 Officers shall be the following: President, Recording Secretary, Treasurer, Vice President, Sergeant-at-Arms, 2 Assistant Sergeants-at-Arms and 3 Trustees.
(Appendices B.2.1 and B.2.2)
- (b) Table Officers
 - (i) Shall consist of in order:

President, Recording Secretary, Treasurer, Vice President, Sergeant-at-Arms, and 2 Assistant Sergeants-at-Arms, all of whom shall be elected by the membership at large at the annual elections.
 - (ii) The signing Officers shall consist of the Treasurer and any one of the following:

President, Vice President, or Recording Secretary
 - (iii) All signing Officers shall be bonded.
- (c) In the event an elected Officer accepts a position outside of the jurisdiction of CUPE Local 37 that is not related to union business, either Local, provincial, or national, shall resign their elected position.
- (d) If an elected official cannot fulfill their term of office, the position will be deemed vacant. The position will then be filled according to the pecking order for the interim. At the next Regular Meeting, an election will be held to fill the vacant positions.

SECTION 11 – FULL-TIME POSITIONS

- (a) Full-time positions shall be:
 - (i) The President, Recording Secretary, and Treasurer.
 - (ii) Booked off for a 3-year period after the annual election.
 - (iii) Paid \$3.00 per hour more than the highest rate in effect in the Collective Agreement.

Adjusted by % equal to future negotiated contract agreements.

(iv) The hours of Full-time Officers shall be 9.5 hours per day, 4 consecutive days per calendar week, to a total of 38 hours per week, with consecutive days off.

(b) Fill any vacancy created following Appendix 'J'.

(i) Annual vacations and illness:

The Executive Board shall deem the necessary to appoint a Table Officer to fill any full-time position. Such appointments shall be reported to the next scheduled General Meeting.

(ii) Conferences, Schools, Seminars, and Conventions:

The Executive Board shall deem the necessary to appoint an Executive Board member to fill any full-time positions. Such appointments shall be reported to the next scheduled General Meeting.

(iii) The relieving rate shall be equivalent to that of a full-time Officer.

(c) Any full-time Officer shall have the authority to book off an Executive member in an emergency situation, provided that the Executive Board has been notified. While on an emergency book off they will be paid out of pocket, equivalent to that of a full-time Officer.

SECTION 12 – DUTIES

(a) President

The President shall:

- Enforce the CUPE Constitution and Bylaws, these Local Union bylaws and the Equality Statement.
- Preside at all general and special and Executive Board called meetings, except annual election meetings and preserve order.
- Decide all points of order and procedure (subject always to appeal to the membership).
- Have the same right to vote as other members. In the case of a tie vote, the President may cast another vote or the President may refrain from casting an additional vote, in which case the motion is defeated.
- Ensure that all Officers perform their prescribed duties.
- Fill any vacant elected positions at the next meeting.

- Appoint Executive Board members *pro tem* until such vacancies are filled, if necessary.
 - Introduce new members and conduct them through the initiation ceremony.
 - Sign authorizations on the Treasury and ensure that the Local's funds are used only as authorized or directed by the Constitution, Bylaws or vote of the membership.
 - Be allowed necessary and reasonable funds to reimburse the President or any Officers for expenses incurred on behalf of the Local Union. Expense claims must be listed on a proper form outlining the expense, the reason for the expense, and with supporting receipt(s) attached.
 - Be Ex-officio on all committees.
 - In conjunction with the other full-time Officers, be aware of all grievances and act on them where applicable.
 - Recruit new Job Stewards.
 - The President shall have automatic delegate status at CUPE National Convention, all conventions, conferences, seminars, or schools that the membership has approved.
- (Appendix B.3.1)
- Be responsible for the normal operations of the office and the staff and shall recommend any changes to the Executive Board.

(b) Vice President

The Vice President shall:

- If the President is absent or not eligible, perform all duties of the President.
- Preside over membership and Executive Board meetings in the absence of the President.
- If the office of the President falls vacant, be Acting President until a new President is elected through a by-election.
- Render assistance to any member as directed by the Board.
- Be Chairperson of the Executive Board.
- Have first choice to relieve full-time positions for annual vacations, illnesses, etc.
- Be aware of all active grievances.

(Appendix B.3.2)

(c) Recording Secretary

The Recording Secretary shall:

- Keep a full and accurate account of the proceedings of all regular, special membership and 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 Secretary-Treasurer. The record will also include Trustees' reports.
- This position will be the Privacy Officer as outlined in legislation.
- Record all amendments and/or additions in the bylaws and make certain that these are sent to the National President for approval prior to implementation.
- Answer correspondence and fulfil other secretarial duties.
- Keep a record of all correspondence received and sent out.
- File a copy of all letters sent out.
- Prepare and distribute all circulars and notices to members.
- Preside over all membership and Executive Board meetings in the absence of both the President and Vice President.
- Prepared and have all authorizations signed for payments.
- Be Ex-officio on all committees.
- In conjunction with the other full-time Officers, be aware of all grievances and act on them where applicable.
- Recruit new Job Stewards.
- Receive assistance from the office staff to fulfil his union responsibilities.
- Be responsible for the normal operations of the office and the staff and shall recommend any changes to the Executive Board.
- Be empowered, with the approval of the membership, to employ administrative assistance to be paid for out of the Local Union's funds.
- Performs other duties required by the Local Union, its bylaws, or the National Constitution.

(Appendix B.3.3)

(c) Treasurer

The Treasurer shall:

- Shall be responsible for the receiving of all revenue, initiation fees, dues and assessments, keeping a record of each member's payments and depositing promptly all money to the Local's bank or credit union.
- Shall be responsible for the preparing of all CUPE National per capita tax forms and remit payment, including \$1.00 of each initiation fee on all members admitted, no later than the last day of the following month.
- Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union.
- Pay no money except on authorization duly signed, except that no authorization shall be required for payment of per capita tax to any organization to which the Local is affiliated.
- Shall be responsible for the recording of all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.
- Make a full financial report to meetings of the Local Union's Executive Board.
- Make a financial report to the membership at each monthly meeting, detailing all income and expenditures for the period.
- Be bonded through the master bond held by CUPE National. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.
- Make all books available for inspection by the Auditors or Trustees on reasonable notice and have the books audited.
- Be on hand to provide Trustees with any information they may need to complete the audit report forms supplied by CUPE.
- Have all records ready on reasonable notice for Auditors and Trustees.
- Ensure that the books are audited at least once each calendar year and within a reasonable time and respond in writing to any recommendations and concerns raised by the Trustees.
- In conjunction with the other full-time Officers, be aware of all grievances and act on them where applicable.

- Be Ex-officio on all committees.
- Recruit new Job Stewards.
- Be responsible for the normal operations of the office and the staff and shall recommend any changes to the Executive Board.
- Shall ensure an independent outside audit is conducted each calendar year.
- Shall be responsible for all book-offs, hotel bookings, and travel arrangements for Union Business.

(d) Sergeant-at-Arms and Assistants

The Sergeant-at-Arms and Assistants shall:

- Guard the inner door at the membership meetings and admit no one but members in good standing or Officers and Officials of CUPE, except on the order of the Chairperson and by consent of the members present.
- Assist in maintaining the record of membership attendance at meetings.
- Perform such other duties as may be assigned by the Executive Board from time to time.

(e) Trustees

The Trustees shall:

- Act as an auditing committee and submit findings to the membership.
- Make a written report of their findings to the first membership meeting following the completion of each audit.
- Submit in writing to the President and Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records, and accounts are being maintained by the Treasurer in an organized, correct, and proper manner.
- Audit the books and accounts as supervised by the Treasurer at least once every calendar year.
- Be booked off a minimum of 1 day per audit.
- Audit the record of paid attendance.
- Inspect all books, ledgers, accounts, and any stocks, bonds, securities, titles, or deeds to property that may at any time be owned by the Local at least twice annually

and submit a report of findings to the membership.

- Be responsible for ensuring that monies are paid out with proper constitutional or membership authorization.
- Ensure that proper financial reports have been given to the membership.
- Use audit forms supplied by the National office and send a copy of the audit(s) to the National Treasurer in accordance with the provisions of the CUPE Constitution.
- 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) Treasurer Report to the Trustees
 - (iv) Recommendations made to the President and Treasurer of the Local Union
 - (v) Treasurer's response to recommendations
 - (vi) Concerns that have not been addressed by the Local Union Executive Board.
(Appendices B.3.10 to B.3.12)

(f) Executive at Large

- Render assistance to any member.
- Render assistance to all Officers of the Local.
- Assist stewards in grievance investigations when required.
- Perform such other duties as may be assigned by the Executive Board.

SECTION 13 – COMMITTEES

(a) Negotiating Committee

The Negotiating committee shall:

- Consist of the seven Table Officers.
- Have representation from CUPE National.
- At any time, call on other members to meet with the employer if it is felt necessary.

- Prepare and present the final bargaining proposals.
- Be paid at the highest rate in the Collective Agreement for time booked off for negotiating.
- Entitled to a Lieu Day at straight time for the shift you normally work, or a day's pay (9.5 hours); if you wish to be paid out. *Provided that the proper documentation is submitted.*

Bargaining Unit negotiating committees shall be established by the President.

***Note:** No National Representative will have the authority to sign a Collective Agreement.

(b) Special Committees

- A special ad hoc committee may be established for a specified purpose and period by the membership at a General Meeting or by the President or the Executive Board.
- The members shall be elected at the same or another membership meeting or be appointed by the President or the Executive Board.

(c) Job Steward Committee

The Job Steward committee shall:

- Be a committee as a whole.
- Meet monthly.
- All Job Stewards must annually submit a "selection of Job Steward Form" and be Vetted by the Executive.
- Have the Stewards, while on lay-off, continue to attend meetings with voice but no vote.
- Elect a Chairperson and Recording Secretary, of which one must be an Executive Board member, for a three-year term.
- Hold these elections at the April meeting following the annual elections if necessary.
- Not be able to attend the meeting(s) if relieving outside the bargaining unit on the day of the meeting(s).

(d) Health and Safety Committee

The Health and Safety Committee shall:

- Be a committee as a whole.
- Meet Monthly.
- All OH&S Stewards must annually submit a “selection of OH&S Steward Form” and be Vetted by the Executive.
- Have the members, while on layoff, continue to attend meetings with voice but no vote.
- Elect a Chairperson and Recording Secretary of which one must be an Executive Board member for a 3-year term.
- Hold these elections at the April meeting following the annual elections if necessary.
- Not be allowed to attend the meeting(s) if relieving outside the Bargaining Unit on the day of the meeting(s).
- Establish, maintain, and monitor programs, measures and procedures regarding occupational health and safety of the membership.
- Provide Reports to the executive quarterly. i.e., Report on Joint Workplace OH&S Committee reports.
- Prepare and present reports to the regular membership meetings.
- 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, or social.

Members of this committee should be designated as a “Certified Worker Representative” in accordance with the legislation in their respective jurisdictions (provincial, federal).

(e) Standing Committees

The Standing committee shall:

- Elect a Chairperson and Recording Secretary, of which one must be an Executive Board member, for a 3-year term.
- Comprise of at least three members and at most seven members.
- Meet monthly or at designated times agreed to by the committee.

- Submit their reports, first to the Executive Board and then to the General Membership.
- Be held responsible for the proper maintenance and functioning of these committees by the Executive Board.
- Have informal meetings, and rules of order shall govern if need be.
- Should any Committee member fail to attend three consecutive committee meetings without having submitted good and sufficient cause in writing to the Chairperson or President, their position shall be declared vacant.
- Perform committee duties that may be prescribed by the committee and/or Executive Board.
- Be removed from the committee by the Executive Board if they fail to comply with the above.
- Notwithstanding the above, should a committee member be scheduled to work at the same time as a committee function (not scheduled meetings), they may be booked off by the Executive Board in order to attend.

(f) Electoral Committee

The Electoral Committee shall:

- Arrange and conduct the election of Officers.
- Abide by all Bylaws and constitutional rules of CUPE Local 37 and CUPE National regarding the election of Officers.

(g) Funding

- Each committee shall have access to a maximum of \$500.00 per year for normal operating expenses. The disposition of these monies shall be recorded in the standing committee minutes.

(h) Social Committee

The Social committee shall:

- Arrange and conduct all social and recreational functions of the Local.

(i) Grievance Committee

The Grievance Committee shall be made up of the President, Recording Secretary, Treasurer, Vice President and Sergeant at Arms.

This committee will:

- Oversee the handling of all local grievances.
- Receive copies of all grievances.
- 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 President, Recording Secretary, Treasurer, Vice President and Sergeant at Arms will recuse themselves from the appeal process.

SECTION 14 – ADDITIONAL BARGAINING UNIT REPRESENTATION

Additional Bargaining Unit Representation:

The Union recognizes the importance of diverse representation and values the contributions of diverse members and units. The membership may, at its discretion, establish positions to provide a platform for Bargaining Unit members to voice their perspectives. The nature and number of such positions shall be determined by the membership, taking into consideration the organization's goals and the need for inclusive representation.

Establishment of Additional Positions:

The Local Union recognizes the importance of fostering inclusive discussions and diverse perspectives within its decision-making processes. To achieve these goals, the membership may establish voice but no vote positions as deemed necessary and appropriate.

Purpose and Responsibilities:

Voice but no vote positions shall be created to facilitate meaningful contributions from members, with an emphasis on fulfilling the following goals:

- (a) Unit Needs: To address the unique needs, concerns, and interests of units located outside the city of Calgary, ensuring their input is taken into consideration during discussions and decision-making.
- (b) Diversity Needs: To promote and uphold the values of diversity, equity, and inclusion within the Local Union, allowing for diverse perspectives to be heard on matters that affect the union as a whole.
- (c) Other Needs: To address any other relevant goals and priorities of the Local Union that may arise from time to time, as determined by the Executive Board.
- (d) Participation and Engagement Members occupying voice but no vote positions shall have the opportunity to actively participate in discussions, debates, and deliberations of relevant committees determined by the membership. While they shall not possess voting rights,

their insights and contributions shall be valued and considered.

Appointment and Tenure

The appointment, term, and removal of members in voice but no vote positions shall be at the discretion of the membership. The membership may determine the number of such positions and their duration, considering the evolving needs and priorities of the Local Union.

Reporting and Accountability

Members in voice but no vote positions shall provide regular reports to the Executive Board, detailing their contributions, insights, and any recommendations made during discussions. This reporting shall help ensure transparency and accountability in fulfilling the established goals.

SECTION 15 – DELEGATES TO CONVENTIONS, SEMINARS AND CONFERENCES

- (a)
 - (i) Except for the President's option [Section 10(a)], all delegates to conventions, seminars, educationals, and conferences shall be on the recommendation of the Executive Board and subject to final approval by the membership.
 - (ii) Members shall only be eligible for nomination to represent CUPE Local 37 to conventions, seminars, and conferences if they have attended three of the previous ten scheduled General Meetings.
 - (iii) Members so delegated shall be credited with attendance for any regular General Meeting missed for the purpose of maintaining eligibility for election.
 - (iv) Members from bargaining units may attend without minimum requirements with the approval of Local 37 members.
- (b) All delegates attending conventions, conferences, and seminars outside of the City of Calgary shall:
 - (i) Be paid transportation costs at the CUPE Alberta Division rate, including to and from the arrival point and hotel. Only the driver will receive this rate.
 - (ii) Have approved mode of transportation decided by the Executive Board.
 - (iii) Submit incidental expense receipts for reimbursement, subject to approval by the Executive Board.
 - (iv) Be paid a per diem expense rate of \$150.00 per day in the province and \$175.00 per day outside the province.
 - (v) Have function tickets included with registration fees.
 - (vi) Turn receipts into the Treasurer confirming hotel payments.

- (vii) Not have personal telephone calls or room service deemed as part of room costs.
 - (viii) Be reimbursed for airport and parking charges.
 - (ix) Receive a penalty for hotel costs and per diem to those delegates that miss a full day or portion thereof when attending conventions, conferences, seminars or workshops on behalf of the union without a legitimate excuse. The full-time Officers will enforce this.
- (c) All delegates will receive \$60.00 per day for attending conferences, conventions, educationals, and seminars inside the City of Calgary. No travel costs will be reimbursed. The Local Union will reimburse the member's employer for any loss of wages.

SECTION 16 – SCHOOLS

- (a) For schools being held outside the City of Calgary, the general qualifications for eligibility are as contained in Section 15 (b).
- (b) Any school where all meals are supplied, the in-town per diem shall apply.
- (c) All delegates will receive \$60.00 per day for attending schools inside the City of Calgary.
- (d) Members from bargaining units may attend without minimum requirements with the approval of Local 37 members.

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SECTION 17 – 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. Upon receipt of each application for membership in the Local will be directed to the Treasurer and will be accompanied by an initiation fee of five dollars (\$5.00) either directly or through payroll deduction. Such initiation fee shall be in addition to bi-weekly dues and a receipt shall be issued. The Treasurer shall issue a receipt. If the application is rejected, the fee shall be returned.

(Appendices B.4.1 and B.8.2)

- (b) Monthly Dues

The dues shall be:

- (i) 0.85% of gross pay or 0.85% of the adjusted sick leave pay above CUPE National per capita.
 - (ii) Payable every 2 weeks.
- (c) Members on Long Term Disability shall have the option of continuing to pay normal per capita in order to remain a member in good standing. Those choosing not to pay normal

per capita shall be limited to voice but no vote and are not eligible to hold elected positions within CUPE.

(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.

(Appendix B.4.3)

(e) 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.

(Appendix B.4.2)

SECTION 18 – VOTING OF FUNDS

- (a) Except for ordinary expenses and bills, be approved by the General Membership. The Executive Board shall have the right to vote and act on all matters when the General Membership meetings are not held and report such actions back to the membership at the following General Meeting.
- (b) Any expenditure of funds not recommended or in excess of the executive recommendations shall be by notice of motion.
- (c) The above shall not apply to strike appeals. The Executive Board shall have the authority to donate up to \$1000.00 to such strike appeals, reporting such action at the following General Meeting.

SECTION 19 – HONORARIUMS, INCIDENTALS, MEETINGS

| | |
|-----------------------------|--------------------|
| President | \$600.00 per month |
| Recording Secretary | \$600.00 per month |
| Vice President | \$300.00 per month |
| Treasurer | \$600.00 per month |
| Sergeant-at-Arms | \$225.00 per month |
| Assistant Sergeants-at-Arms | \$175.00 per month |
| Executive at Large | \$125.00 per month |

- (a) When travelling to meetings they shall submit mileage and any other expenses to be

reimbursed by the Local. The rate shall be the CRA mileage rate\When travelling to meetings parking costs will be reimbursed.

- (b) When it becomes necessary for full-time Officers or designates to travel out of town but not out of province, the out-of-town per diem of \$150.00 shall be paid.
- (c) Executive Board members shall be paid \$50.00 per meeting for board meetings attended.
- (d) Committee members shall be paid \$50.00 per meeting for Committee meetings attended.
- (e) Delegates to the shall be paid \$50.00 per meeting attended.
- (f) Trustees shall be paid \$50.00 for each day the Local requires them to attend to their duties.
- (g) The Chairperson of Committees shall be paid \$25.00 per month for out-of-pocket expenses.
- (h) The full-time officers will receive car allowance on a per-kilometer basis consistent with the City of Calgary mileage reimbursement policy.

SECTION 20 – PROPERTY OF THE LOCAL

1. The four signing Officers shall have access to the Local as Trustees for the Local.
2. They shall have no right to sell, convey or encumber any property without first submitting the proposition to a special meeting of the Local and having such proposition approved.
3. Any change to said property besides the normal operation shall be upon recommendation of the Executive Board and final approval by the membership.

SECTION 21 – RULES OF ORDER (SEE APPENDIX ‘C’)

In matters not regulated by CUPE National Constitution, Bourinot’s Rules of Order shall govern.

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 22 – AMENDMENTS

These Bylaws shall not be amended, added to, or suspended except upon notice at a previous meeting at least seven days in advance on the vote of the amendments.

If notice is in written form, 60 days written notice and a two-thirds majority vote of those present and voting at the next scheduled regular or special membership meeting.

(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.

(Article 9.2(c), 13.3 and Appendix B.5.1)

(b) Additional Bylaws

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

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

(Article 13.3 and Appendix B.5.1)

(c) Effective Date of Amended or Additional Bylaws

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

(Article 13.3 and Appendix B.5.1)

SECTION 23 – PRINTING AND DISTRIBUTION OF BYLAWS

Members will receive a copy of Local 37 bylaws, either in paper format or via the Local Union website at <https://cupe37.ca/>. Members requesting a copy of these bylaws will be provided a copy in either French or English as requested. Members with special needs may request a copy of the bylaws in larger font.

The following Appendices are guidelines and definitions and are not part of the Bylaws of CUPE Local 37

APPENDIX 'A' – CUPE NATIONAL EQUALITY STATEMENT

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

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

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

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

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

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

APPENDIX 'B' – CODE OF CONDUCT

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

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

This Code of Conduct sets out standards of behaviour for participants at national convention, conferences, schools, meetings, and any other union events organized by CUPE National, Local 37, or any other CUPE chartered body. It is consistent with the expectations outlined in the Equality Statement and the CUPE National Constitution.

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

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

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

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

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

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. A complaint shall be brought to the attention of an ombudsperson when there is one available. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
3. The ombudsperson or the person in charge will work to seek a resolution. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge. The person in charge has the authority to expel members from the event for serious or persistent offences.
4. If the complaint involves a national staff member, it shall be referred to the appropriate director for investigation and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another CUPE chartered organization, the complaint shall be referred to the person responsible for their employment.
5. If the person in charge is a party to the complaint, an alternate will be designated to assume the role.
6. In a case where a member has been expelled from a National event, the National President shall receive a report on the matter. For other events, the presiding Officer shall receive a report on the matter.
7. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. For other events, the presiding Officer shall consult the National President.

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

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

APPENDIX 'C' RULES OF ORDER

1. The President or, in his absence, the Vice President shall take the Chair at the time specified at all regular and special meetings. In the absence of both the President and the Vice President, the Recording Secretary shall act as President and in his absence, a President *pro tem* shall be chosen by the Local membership.
2. The presiding Officer shall state every question coming before the Local and before putting it to a vote, shall ask, *Is the Local ready for the question?* Should no member rise to speak, and the Local indicates readiness, the question will then be put to a vote after the presiding Officer has arisen. No member shall be permitted to speak upon the question.
3. A motion to be entertained by the presiding Officer must be moved and seconded. The names of both the mover and the seconder will be recorded upon request.
4. A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment or amendments to an amendment, which is a direct negative of the resolution, shall be in order.
5. On a motion, the regular order of business may be suspended by a two-thirds vote on those present to deal with any urgent business.
6. All resolutions and motions other than those named in rule #1, or those to accept or adopt the report of a committee shall, if requested by the presiding Officer, be presented in writing before being put to the Local.
7. At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.
8. Any member having made a motion can withdraw it with the consent of the seconder, but a motion, once debated, cannot be withdrawn except by a majority vote of those present.
9. When a member decides to speak on a question or offers a motion, he shall rise in his place and respectfully address the presiding Officer but shall not proceed further until recognized by the Chair, except to state that he rises to a point of order or on a question of privilege.
10. When two or more members rise to speak at the same time, the presiding Officer shall decide which one is entitled to the floor.
11. Every member, while speaking, shall adhere to the question under debate and avoid all personal indecorous, or offensive language, as well as any member thereof.
12. If a member, while speaking, is called to order, he shall cease speaking until the point is determined, when, if decided in order, he may again proceed.
13. No sectarian discussion (i.e., religious discussion) shall be permitted in the meeting at any time.

14. No member, except the presiding Officer of a committee or the mover or seconder of a resolution, shall speak more than five (5) minutes at any one time or more than once on the same question, until all members wishing to speak have had an opportunity to do so, when he may be allowed, by permission of the Chair, to speak a second time.
15. The presiding Officer shall take no part in debate while presiding but may yield the Chair to the Vice President in order to speak on any question before the Local or to introduce a new question.
16. When a question has been put, no motion shall be in order, except:
 - (a) the previous questions
 - (b) to lay on the table
 - (c) to postpone for a definite time
 - (d) to refer
 - (e) to divide or amend, which motions shall have precedence in the order named

The first four of these shall be decided without debate. The Chairman shall be the only one empowered to adjourn the meeting when business is finished.

17. A motion for the previous question, when regularly moved and seconded, shall be put in this form; *Shall the main question be now put?* If it is adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment to an amendment is adopted, the original resolution as amended shall be put to the Local.
18. Before the presiding Officer declares the vote on a question or after a vote has been declared lost or carried by acclamation and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken, and the Secretary shall count the same.
19. If any member feels himself personally aggrieved by the decision of the Chair, he may appeal to the Local from such decision.
20. When the decision of the presiding Officer is appealed, he shall state his decision and the reasons. Therefore, from the Chair, the party appealing shall state briefly the reason for the appeal after which, without further debate, the question shall be put; thus, *Shall the decision of the Chair be stated as the decision of the Local?* It shall require a majority vote to sustain such appeal.
21. After a question has been decided, any two members who have voted in the majority may at the same time, or next meeting, move reconsideration thereof.

22. No member shall enter or leave a meeting during the reading of the minutes, the initiation of a new member, the installation of Officers, or the taking of a vote, and no member shall be allowed to enter or leave, without permission of the presiding Officer.
23. No member will interrupt another member unless to rise to a point of order.
24. All rules and proceedings of debate not herein provided for shall be as defined in the CUPE National Constitution.
25. In matters not regulated by these rules of order or CUPE National Constitution, Bourinot's Rules of Order shall govern.

APPENDIX 'D'

1. Ex-officio – by reason of their office are automatically members of all committees and will attend meetings if needed. Ex-officios shall have a voice but no vote.
2. Bonding of signing Officers will be in the amount of \$20,000.00. The position shall be bonded, not the person.
3. Duties of the Returning Officer for annual elections are as to Article 10 of the CUPE National Constitution.
4. There shall be a fifteen (15) minute waiting period in order to obtain a quorum if necessary.
5. Outgoing full-time Officers may, for a two (2) week period after the general elections, remain booked off to assist in the transition of positions.
6. Where practical, full-time Officers shall schedule all annual vacations 30 days prior to taking them.

APPENDIX 'E'

1. While in office, the President, Recording Secretary and Treasurer shall be entitled to all benefits as defined in the collective agreement, except shift premiums.
2. Members working on behalf of the Local and being paid by the Local shall be entitled to time off at straight time (one hour off for one hour worked) for working on their regular day(s) off.
3. Any exception to the above must be approved by the Executive Board. This shall be reported at the following executive meeting.
4. This applies to full-time Officers and member(s) relieving in the full-time position(s) only.
5. Total banked City and Union entitlement must not exceed the guidelines in our Collective Agreement, Article 7.06. To be reviewed for article accuracy with every Collective Agreement Bargained.

| Years of Service | Vacation Entitlement | Bankable Vacation |
|-------------------------|-----------------------------|--------------------------|
| 0-1 | 2 weeks | None |
| 2-4 | 3 weeks | 1 week |
| 5-7 | 3 weeks | None |
| 8-16 | 4 weeks | 1 week |
| 17-24 | 5 weeks | 2 weeks |
| 25-29 | 6 weeks | 3 weeks |
| 30 or more | 7 weeks | 4 weeks |

6. Full-time Executive Members must use annual vacation entitlement and payout of the year's entitlement is prohibited except in extenuating circumstances as approved by the Executive Board.
7. To pay out all lieu days earned by CUPE Local 37 members yearly on or before December 15 of that year.

APPENDIX 'F'

FINANCIAL CONSIDERATIONS

From time-to-time members may be asked to assist the Union in ways that would not be considered "normal" commitments. "Normal" commitments include such activities as OH&S meetings, regular Job Steward duties and Labour Management meetings, etc. The purpose of this section is to provide guidance for those situations that are not directly referenced in these Bylaws.

1. When a member is booked off by the executive for training purposes (other than table Officer training, this would include arbitration);
 - If a working day – no loss of pay and \$60.00 out-of-pocket.
 - If a day off – 1 day in lieu or 9.5 hours in pay and \$60.00 out-of-pocket.
2. Table Officer training;
 - Paid on a pro rata basis the equivalent of a full-time Officer.
 - Paid on a pro-rata basis the equivalent of full-time Officers' out-of-pocket expenses.
3. When a member is booked off by the executive to perform a specific task or project under the direction of a full-time Officer;
 - Paid on a pro rata basis the equivalent of a full-time Officer.
 - Paid on a pro-rata basis the equivalent of full-time Officers' out-of-pocket expenses.
4. For standing committee meetings, other than the negotiating committee, that require book-offs for full days and are authorized by the executive.
 - If a working day – is paid on a pro-rata basis the equivalent of a full-time Officer's out-of-pocket expense.
5. For the negotiating committee;
 - If a working day – is paid on a pro-rata basis the equivalent of a full-time Officer and meeting attendance.
 - If a day off – 1 day in lieu or 9.5 hours in pay at the equivalent of a full-time Officer and meeting attendance.
6. For an Executive Think Tank;
 - If a working day – is paid on a pro-rata basis the equivalent of a full-time Officer and meeting attendance.

- If a day off – 1 day in lieu or 9.5 hours in pay at the equivalent of a full-time Officer and meeting attendance.
- Executive members in attendance will receive a top-up to the full-time Officer's rate of pay.

Any other expenses incurred by a member as above may be submitted to the Executive Board for consideration for reimbursement.

Any situation not contemplated in the above shall be submitted to the Executive Board for final determination.

APPENDIX 'G'

1. The office of CUPE Local 37 will be open Monday to Thursday 7:00 a.m. to 4:30 p.m. and 7:00 a.m. to 4:00 p.m. on Fridays and the full-time Officers shall be expected to arrange personnel coverage where practical.
2. The office shall observe all legal holidays as stated in the Collective Agreement.
3. Notwithstanding the above, the Executive Board may recommend special office hours for specific reasons, subject to final approval by the membership.
4. No Table Officer temporarily assigned to a position outside the bargaining unit or as a National Representative shall be entitled to out-of-pocket expenses as per Section 19 for the duration of the assignment.

APPENDIX 'H'

Canadian Union of Public Employees, Local 37

Election of Officers

NOMINATION FORM FOR _____
OFFICER POSITION

We, _____
PRINT MEMBER'S NAME MEMBER SIGNATURE

PRINT MEMBER'S NAME MEMBER SIGNATURE

hereby nominate _____ for the position of
PRINT NOMINEE'S NAME

OFFICER POSITION

I _____ hereby accept nomination for the
PRINT NOMINEE'S NAME

position of _____ and will take the Oath
OFFICER POSITION

of Office.

I further agree to take any in-house training, as specified by the Executive of Local 37, in a timely manner.

NOMINEE'S SIGNATURE

DATE

Return to: CUPE Local 37
5112 3 Street SE
Calgary, Alberta T2H 1J6
Attention: CUPE National Representative

APPENDIX 'I' – CAMPAIGNING

During the time frame between the January nominations and the Thursday prior to the Friday pre-election:

1. Campaign material shall be restricted to previously approved locations on Union property.
2. Campaign posters may be distributed at scheduled meetings.
3. No campaign material may be distributed on the pre-election day or on the election meeting day – anywhere on CUPE Local 37 property.
4. No candidates or their agents shall campaign within three meters of the entrance to the Union Hall, nor anywhere within the polling station room.
5. Every candidate shall be entitled to up to 75 colour 8½ x 11 posters prepared by CUPE Local 37 office staff. Additional amounts or sizes may be available at a pre-determined cost.

APPENDIX 'J' – CUPE LOCAL 37 HIERCHARY WILL BE AS FOLLOWS:

1. President – No matter what the length of service is.
2. or 3 Recording-Secretary or Treasurer – The length of unbroken service in that position, longest serving will be 2
4. Vice-President
- 5 Sergeant-at-Arms
6. or 7. Assistant Sergeant-at-Arms – The length of unbroken service in that position.
8. Executive-at-Large – The length of unbroken service in that position determines your place on the pecking order according to your seniority.

If two members are elected to the Executive-at-Large or Assistant Sergeant-at-Arms position at the same election, then city service will determine the seniority between them. The pecking order will be used to determine which members of the Executive are sent for training.