



HEALTH SCIENCES ASSOCIATION  
OF  
ALBERTA

CONSTITUTION

May 27, 2022

Proposed amendments are in red

PREAMBLE 1

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## **PREAMBLE**

- 1.01 The Constitution as set forth in this document shall represent the highest expression of the collective will of the membership of the Union and shall be and remain the basis upon which the Union shall function.

## **NAME**

- 2.01 The name of the union is the "HEALTH SCIENCES ASSOCIATION OF ALBERTA" (hereinafter referred to as the "Union" or "HSAA").

## **OBJECTIVES**

### **Article 3 – Function**

- 3.01 To secure for members, fair terms and conditions of employment.
- 3.02 To apply for certification as a bargaining agent on behalf of employees or groups of employees pursuant to the provisions of the *Labour Relations Code*, *Public Service Employee Relations Act*, or the *Canada Labour Code* and to enter into collective agreements with employers on behalf of employees.
- 3.03 To regulate relations between members and their employers.
- 3.04 To cooperate and deal fairly with employers in adjusting difficulties which may arise between employers and employees.
- 3.05 To promote the continuation of high standards of patient care.
- 3.06 To promote progressive and oppose regressive legislation, particularly in the areas of labour relations, labour standards, health care and human rights.
- 3.07 To cooperate with professional associations on matters of common interest and concern.
- 3.08 To cooperate with unions and organizations of unions in order to promote the above objects 3.06 and 3.07.

## **Article 4 – Membership Benefits**

- 4.01 Subject to its policies and financial capabilities, the Union ~~will~~ **shall**:
- (a) Support labour education for its members;
  - (b) Support educational programs to enhance the health-care employment skills of its members;
  - (c) Provide bursaries to members, spouses and children/dependents of members enrolled in programs of studies in pursuit of a recognized diploma, degree or certificate at any post-secondary educational institution;
  - (d) Grant financial assistance to members of the Union and their immediate relatives who are, or were, dependent on the member.

## **Article 5 – Administration**

- 5.01 (a) To acquire lands, by purchase, lease, or otherwise, and erect, lease, or otherwise provide a building(s) for Union purposes; and
- (b) To sell, manage, lease, mortgage, dispose of, or otherwise deal with property of the Union.

## **Article 6 – Other**

- 6.01 To do all other things as are incidental or conducive to the attainment of the above Objects.

## **LOCATION**

- 7.01 The operations of the Union are to be carried on in the Province of Alberta.

## **INTERPRETATION**

- 8.01 In this Constitution, all references to days shall mean calendar days unless expressly stated otherwise.

## **MEMBERSHIP**

### **Article 9 – Eligibility**

- 9.01 Any person who is employed in a profession or occupation providing services of a health or social sciences nature is eligible for membership in the Union.
- 9.02 Any person who is employed in an occupation in support of services of a health or social sciences nature is eligible for membership in the Union.
- 9.03 Any person or group of employees deemed by the Board of the Union to share a community of interest with the membership of HSAA is eligible for the class of membership it designates.
- 9.04 The members of the Union shall be the subscribers to the Constitution and such other persons as are admitted as members of the Union.
- 9.05 Any person who is permanently employed in an out-of-scope capacity with an employer signatory to a collective agreement with the Health Sciences Association of Alberta is ineligible for membership.

### **Article 10 – Classification**

- 10.01 Membership in the Union shall consist of the following classes:
- (a) Active members;
  - (b) Inactive members;
  - (c) Retired members;
  - (d) Associate members;
  - (e) Honorary members;
  - (f) Student members.
- 10.02 A member in good standing is one who complies with provisions contained in the Constitution of the Union.
- 10.03 A person who obtains membership through fraudulent means is not a member.

### **Article 11 – Active Members**

- 11.01 Active membership is open to any person employed in a bargaining unit represented by the Union, whether through certification, voluntary recognition, or who may be included in an application for certification on behalf of the Union.

- 11.02 An active member is subject to the provisions of the Constitution with respect to:
- (a) Applications for membership;
  - (b) Obligations for payment of fees, dues and assessments; and
  - (c) The provisions for suspension, fines and other discipline.
- 11.03 An active member is entitled to hold office and vote on all matters in accordance with the Constitution.
- 11.04 Active members ~~will~~ **shall** include:
- (a) Those on an approved leave of absence;
  - (b) Those on lay-off/recall from their employer for the longest period of recall rights provided by any HSAA collective agreement;
  - (c) Those who have been dismissed and are represented by the Union through the grievance/arbitration procedure, until the dispute has been resolved;
  - (d) Casual employees who have contributed dues in the previous twelve (12) months; and
  - (e) Those who are serving in an elected position of the union, or its affiliates, where the operation of the applicable collective agreement would lead to a termination of their employment as a result of the leave requirements to fulfill their initial and/or subsequent terms of office.
- 11.05 As per 11.04 above, active members shall notify the HSAA office to maintain their membership benefits.
- 11.06 Any member who is in a temporary out-of-scope position shall not be eligible to:
- (a) vote; or
  - (b) hold office; or
  - (c) attend membership meetings
- 11.07 An active member under 35 years of age ~~will~~ **shall** be considered a young worker.

## **Article 12 – Inactive Members**

- 12.01 Any member from whom dues are no longer deducted, except one who is an active member as provided in *Article – 11.04 [Active Members](#)*, shall be an inactive member.

- 12.02 Inactive members are not eligible to:  
(a) vote; or  
(b) hold office
- 12.03 Subject to the above, the Board may, at its discretion, designate the rights, duties and obligations of inactive members.

### **Article 13 – Retired Members**

- 13.01 Any member 55 years of age or older and who ceases employment in a bargaining unit covered by an HSAA collective agreement, is a retired member.
- 13.02 Retired members may, at their own expense, attend the convention of the Union.
- 13.03 Retired members may, at their own expense, attend a Labour Relations Conference of the Union.
- 13.04 Retired members are not eligible to:  
  
(a) vote; or  
(b) hold office
- 13.05 Retired members may pay an annual membership fee as determined by the Board.
- 13.06 Subject to the above, the Board may, at its discretion, designate the rights, duties and obligations of retired members.

### **Article 14 – Associate Members**

- 14.01 Associate membership is open to:  
  
(a) Any employee who would be eligible for active membership if HSAA were the certified bargaining agent; and  
  
(b) Any person who would, if employed, be eligible for active membership and does not meet the eligibility criteria for any other class of member.
- 14.02 Application for associate membership shall be made to the Board. The decision of the Board to grant or deny such membership shall be final.
- 14.03 Associate members are not eligible to:  
  
(a) Hold a Board of Director position.



- 14.04 Subject to the above, the Board may, at its discretion, designate the rights, duties and obligations of associate members including:
- (a) The right to vote at any meeting(s); and
  - (b) The payment of fees.

### **Article 15 – Honorary Members**

- 15.01 The Board may award honorary membership to a person who has rendered outstanding service to the Union and is not eligible for active membership.
- 15.02 Honorary members shall be entitled, at their own expense, to attend the convention of the Union.
- 15.03 Honorary members may, at their own expense, attend a Labour Relations Conference of the Union.
- 15.04 Honorary members are not eligible to:
- (a) Vote; or
  - (b) Hold office.
- 15.05 Honorary members ~~will~~ **shall** not be required to pay any fees or assessments.
- 15.06 Subject to the above, the Board may, at its discretion, designate the rights, duties and obligations of honorary members.

### **Article 16 – Student Membership**

- 16.01 Student membership is open to any student engaged in a course of studies leading to certification for a discipline for which HSAA is the certified bargaining agent.
- 16.02 Student members are not eligible to:
- (a) Vote; or
  - (b) Hold office.
- 16.03 Subject to the above, the Board may, at its discretion, designate the rights, duties, and obligations of student members.

## **Article 17 – Obligations of Members**

- 17.01 All members of the Union ~~will~~ **shall**:
- (a) Recognize and observe the Constitution of the Union;
  - (b) Recognize and respect the right of the Union to adopt and enforce reasonable rules as to the responsibility of every member toward the Union; and
  - (c) Pay to the Union such lawful fees and assessments as established pursuant to the Constitution.

## **Article 18 – Application for Membership**

- 18.01 Applications for membership are submitted to the Union. The Board can refuse any application for membership. A membership card ~~will~~ **shall** be issued.
- 18.02 The Board of Directors may refuse membership for reasonable cause. Reasonable cause shall include, but not limited to, the fact that an applicant for membership has:
- a) crossed a lawful picket line of this or another union without permission.
  - b) accepted employment as a replacement for an employee not at work due to a strike or lockout.
  - c) acted to prevent a union from obtaining or maintaining a certification for any unit of employees.
- 18.03 Every applicant for membership shall have a right to appeal and shall not be denied membership on a discriminatory basis.

## **Article 19 – Fees and Dues**

- 19.01 Anyone applying for membership ~~will~~ **shall** pay fees and/or assessments as determined by the Board or the membership.
- 19.02 The dues of the Health Sciences Association of Alberta shall be 1.4 percent of gross earnings.
- 19.03 Any change to annual dues for the following fiscal year shall be voted upon by the members at convention.

- 19.04 Any proposal to decrease annual dues can only be brought to a convention on recommendation of the Board of Directors, to take effect the following fiscal year.
- 19.05 With a majority vote of two-thirds (2/3) of its members, the Board of Directors may temporarily increase dues by up to 15 per cent of daily gross, if:
- the *Strike Fund* drops below 50 per cent of what it was before the strike started or
  - it drops to less than \$1,000,000 and
  - the increase is used only for the Strike Fund
- 19.06 Extra dues ~~will~~ **shall** be assessed if members work within their bargaining unit when their own bargaining unit is on a *lockout* or *strike*. These dues ~~will~~ **shall** be deducted from their pay cheque. This includes when they are required by law to provide essential or emergency services. In these cases, they ~~will~~ **shall** pay dues of 30 per cent of their daily gross pay (before deductions). These dues ~~will~~ **shall** be in addition to their regular dues and ~~will~~ **shall** be put into the Strike Fund.
- 19.07 Extra dues assessed if members work during an alternate job action. This could include escalating strikes, when increasing numbers of members go out on strike. This could also include rotating strikes when different sites go out at different times. The Board of Directors and bargaining committee may decide together if they ~~will~~ **shall** be assessed these dues. In these situations, they may pay dues of 30 per cent of their daily gross pay (before deductions). These dues ~~will~~ **shall** be deducted from their pay cheque. These dues ~~will~~ **shall** be in addition to their regular dues and ~~will~~ **shall** be put into the Strike Fund.
- 19.08 The monies generated from these higher-level dues shall be used to equalize the impact of the strike among those deemed essential and non-essential employees in accordance with applicable agreements between the Union and the Employer.
- 19.09 Any member who is not deemed essential and reports for work shall be fined by HSAA an amount equal to 100 per cent of their daily gross pay (before deductions). Any member who fails to comply with the payment of the fine imposed under this constitution shall cease to be a member in good standing until such fine is paid.
- 19.10 HSAA may, on approval of the Board and subject to a majority vote at a convention, levy special assessments on its dues' payers.

## **Article 20 – Strike and Defense Funds**

- 20.01 The Union shall maintain a Strike Fund, whose assets shall be used only for the following purposes:
- a) For strike pay and expenses related to strikes, lockouts and other work stoppage situations involving HSAA members' and
  - b) Upon a two-thirds majority vote of the Board of Directors, to make interest-free loans to other striking unions where the Board deems such loans to be in the interests of HSAA members.
- 20.02 The Union shall maintain a Defense Fund, whose assets shall be used only to defend HSAA members in situations that raise fundamental challenges to union principles, standards and practices, and that require the development of legal and/or lobbying and political campaigns.

## **Article 21 – Withdrawal of Membership**

- 21.01 An individual may withdraw from membership by notifying the Board, in writing, and returning their membership card. Anyone who withdraws forfeits all rights and benefits of membership.
- 21.02 An individual shall not resign membership in the Union during a strike or lockout if the resignation has or may have the purpose or effect of avoiding obligations under this Constitution with respect to strikes or lockouts.

## **Article 22 – Reinstatement of Membership**

- 22.01 In cases of new bargaining certificates organized using membership cards an initiation fee must be paid, even if the applicant has previously been a member of the Union.
- 22.02 Except for an individual who has withdrawn from membership, or as provided in, *Article – ~~21.01~~ [Withdrawal of Membership](#)* anyone who:
- (a) Has previously been an active member in good standing; and/or
  - (b) Returns to employment in a bargaining unit represented by the Union is automatically reinstated to active membership.

## MANAGEMENT OF THE UNION

### Article 23 – Board of Directors

- 23.01 There shall be a Board of Directors (referred to in the Constitution as the “Board”) which shall be composed of:
- (a) President\*
  - (b) Vice-President\*
  - (c) Board members elected to represent their respective districts as provided in ~~Article: 24~~ [Representation](#).
- \* *Executive Officers*

### Article 24 – Representation

- 24.01 Board Members ~~will~~ **shall** be elected to represent the following HSAA districts:
- (a) North;
  - (b) Central;
  - (c) Edmonton;
  - (d) Calgary; and
  - (e) South.
- 24.02 Districts shall elect Board Members as follows:
- (a) Edmonton and Calgary shall each be entitled to five (5) District Board representatives; and
  - (b) North, Central and South shall each be entitled to two (2) District Board representatives.

### Article 25 – Local Unit

- 25.01 Members are by default assigned to a Local Unit. However, a group of HSAA members may define itself as a “Local Unit” of HSAA, with consideration to the following principles:
- (a) Members covered under the same bargaining certificate existing at the same site are encouraged to amalgamate into one Local Unit, unless there are historical and/or functional reasons not to do so.

- (b) Members covered by separate bargaining certificates existing at the same site may opt to amalgamate but may be better served with coexistence as two Local Units, and are encouraged to work jointly on issues not related to their specific bargaining certificate.
- (c) Members covered by the same bargaining certificate with small numbers at multiple sites may wish to act as one Local Unit.

~~25.02 Local Units must notify HSAA of changes to configuration of their Local Unit (i.e., amalgamation) and are encouraged to do so in a timely fashion.~~

25.03<sup>02</sup> Local Unit reconfigurations and the structure creation of newly organized Local Units shall be subject to approval by the HSAA Board.

25.04<sup>03</sup> An active Local Unit is one that has held an Annual General Membership Meeting of the Local Unit members and has a duly elected Local Unit Executive.

25.04 Local Unit representatives include a Local Unit chair, or two (2) co-chairs, group representatives, stewards and other positions as determined by the Local Unit. These Local Unit representatives shall form the Local Unit executive.

25.05 The role of the Local Unit executive is to advocate for and engage their members.

25.06 Local Unit representatives are not authorized to bind the organization contractually, except as expressly delegated by a duly authorized officer of HSAA.

25.07 Local Unit representatives are elected by members of the Local Unit for a term of up to three years, and may be re-elected for successive terms.

- (a) Stewards are elected with a fixed term of three (3) years.
- (b) If a Local Unit representative is unable to complete the term of office, the Local Unit may hold a by-election to replace the representative and notify the HSAA office of this change.

25.08 *Removal of Local Unit Executive Member*

A Local Unit Executive member may be temporarily removed from office for the duration of an investigation by a seventy-five percent (75%) majority vote of members of the Board of Directors. Allegations of a breach of the Code of Ethics or a breach of any of the Constitution of the Union may be made by a member in accordance with Article – [Complaint\(s\) Management Process](#), or by an Executive Officer if it is deemed that such action is in the best interest of the Union.

If the investigator's report recommends disciplinary action, the Discipline Committee shall hear and determine the disposition of the complaint.

If the Discipline Committee renders a decision for removal from office, the Board shall call a General Membership Meeting of the Local Unit within thirty (30) days of receiving the decision. The members present at the General Membership Meeting shall vote to ratify or reverse the decision of the Discipline Committee.

A vote to remove the Local Unit Executive member must carry by a sixty-six and two-thirds percent (66 2/3%) majority of those members voting at the General Membership Meeting.

The decision reached at the General Membership Meeting shall be final and binding.

If quorum at a General Membership Meeting cannot be achieved, the Board ~~will~~ **shall** make a final decision.

#### 25.09 *Removal of A Local Unit Executive*

In cases of emergency an Executive Officer(s) may temporarily remove a Local Unit Executive from office.

The Executive Officer(s) ~~will~~ **shall** appoint an interim representative who shall be responsible for the governance of the Local Unit.

A meeting of the Board of Directors ~~will~~ **shall** be convened within fifteen (15) days to review and approve or overturn the decision of the Executive Officer(s). For approval, a seventy-five percent (75%) majority vote of members of the Board of Directors is required.

Should the decision for removal be approved the Elections Credentials Committee shall initiate by-elections within 6 months.

Should the decision for removal be overturned the Local Unit Executive shall be reinstated without delay.

The process does not preclude a member, including an Executive Officer, from filing a complaint in accordance with Article - [Complaint\(s\) Management Process](#).

## ELECTIONS / REPRESENTATIVE POSITIONS

### Article 26 – Eligibility for Election or to Serve as an HSAA Representative

26.01 Only active members in good standing are eligible for nomination, election or appointment.

26.02 *President or Vice-President*

Any active member in good standing of the Union is eligible for nomination for the position of President or Vice-President.

26.03 *District Board Members*

(a) To be eligible for election in a district, a member must be employed in a bargaining unit in that district.

(b) In situations where a member works in more than one district, that member must choose which district to run for in any given year and they cannot represent more than one district at any given time.

(c) A member of the Board whose term does not expire at the next convention may only run for a vacant district board position if they resign their current district board position prior to the call for nominations.

26.04 Any member who occupies a representative position with HSAA shall automatically vacate the office if they accept an out-of-scope position (management exempt) which places them in a conflict of interest with their union duties.

26.05 A member may only accept a nomination for one position in each election (i.e., President or Vice-President).

26.06 *Local Unit Executive*

To be eligible for election to the Local Unit executive, a member must be a member in good standing of that Local Unit.

26.07 HSAA Representatives on All Joint Employer/Union Committees

HSAA representatives on all joint Employer/Union committees, including Joint Workplace Health and Safety and Employee/Management Advisory Committees, must be duly appointed by an appropriate HSAA governing body.



## Article 27 – Nominations and Elections

27.01 All elections shall be determined by a single ballot; the member(s) with the largest number of votes ~~will~~ **shall** be declared elected. Where two Board positions are vacant, the member with the second largest number of votes ~~will~~ **shall** also be elected.

27.02 All elections shall be held by secret ballot, which may include electronic methods.

27.03 *President and Vice-President*

(a) **Nomination:**

- (i) Any ten (10) members in good standing may nominate an eligible member for the position of President or Vice-President.
- (ii) The nomination must be signed by the nominators and by the nominee to indicate their willingness to stand for election.
- (iii) Nominations ~~will~~ **shall** begin after February 15, as determined by the Elections/Credentials Committee. Nominations must be received by the prescribed deadline.
- (iv) Where there are no nominations for President or Vice-President, the Board ~~will~~ **shall** determine the process of issuing a further call for nominations and elections.

(b) **Election:**

- (i) Each active member in good standing of the Union ~~will~~ **shall** receive one ballot for each position.
- (ii) Ballots ~~will~~ **shall** be processed in accordance with the procedure determined by the Elections/Credentials Committee. Except for [Vacancies in Mid-Term/President and Vice-President](#) or where no candidate is nominated after the first call for nominations, elections for Executive Officers ~~will~~ **shall** be completed no later than March 31.
- (iii) In the event that there is only one candidate, that candidate ~~will~~ **shall** be acclaimed.

- (iv) The President and Vice-President ~~are~~ **shall be** sworn in and take office at the conclusion of the convention, or **at the first Board meeting thereafter, but in every case no later than June 14.** ~~June 15, whichever occurs first.~~
- (v) Subject to the above, the election procedure shall be determined by the Elections/Credentials Committee and approved by the Board.
- (vi) The elections of the President and Vice-President ~~will~~ **shall** be on separate ballots.

#### 27.04 *District Board Members*

##### (a) **Nomination:**

- (i) Any five (5) members in good standing in a district in which an election is to be held may nominate an eligible member to the Board.
- (ii) The nomination must be signed by the five (5) nominators and by the nominee to indicate their willingness to stand for election.
- (iii) Nominations ~~will~~ **shall** begin after March 1, as determined by the Elections/Credentials Committee. Nominations must be received by the prescribed deadline.

##### (b) **Election:**

- (i) Each active member in a district in which an election is held ~~will~~ **shall** receive an electronic ballot.
- (ii) Ballots ~~will~~ **shall** be processed in accordance with the procedure determined by the Elections/Credentials Committee. Except for [Vacancies in Mid-Term/District Board Members](#), or where no candidate is nominated after the first call for nominations, elections **for District Board members** ~~will~~ **shall** be completed no later than May 7.
- (iii) In the event that there is only one candidate in a district, that candidate ~~will~~ **shall** be acclaimed.
- (iv) The Board Members so elected ~~are~~ **shall be** sworn in and take office at the conclusion of the convention, or at the first Board meeting thereafter, but in every case no later than June 14.

- (v) Subject to the above, the election procedure shall be determined by the Elections/Credentials Committee and approved by the Board.

## **Article 28 – Term of Office**

- 28.01 The President and Vice-President shall each serve a term of three (3) years.
- 28.02 The District Board Members shall each serve a term of three (3) years.
- 28.03 The District Board Members take office at the conclusion of the convention, or the first Board meeting **thereafter, but in every case no later than June 14.** ~~after June 14.~~
- 28.04 If elected mid-term the newly elected Executive Officer or Board Member is sworn in and takes office at the next Board meeting **following their election.**

## **Article 29 – Election of District Board Members**

- 29.01 Elections for District Board Members ~~will~~ **shall** be held in rotation so that not all positions are vacant in any year. The rotation ~~will~~ **shall** be determined by the Elections/Credentials Committee.

## **Article 30 – Oath of Office**

- 30.01 The following Oath of Office shall be administered.

*I, \_\_\_\_\_ . promise that I will truly and faithfully carry out my duties as a member of the Board of Directors to the best of my abilities.*

*I promise that I will uphold the Constitution and principles of the Union.*

*I commit that in good faith I will support and promote the policies of the Union.*

*I will endeavour to build harmony and solidarity in the Union and the labour movement.*

*I will promote a harassment-free and discrimination-free environment and work to ensure the human rights of all members are respected.*

*I pledge that I will support other affiliates of the Canadian Labour Congress in their struggles and will not attempt to recruit their members.*

## VACANCIES IN MID-TERM

### Article 31 – President and Vice-President

- 31.01 Should the President vacate the position in mid-term, ~~the Vice-President will assume the office of President and:~~
- (a) ~~If the vacancy occurs within the first year~~ **twenty-four (24) months** of the term, the **Vice-President shall be acting President and a by-election shall be called by the Elections/Credentials Committee and completed within 90 days of the vacancy to fill the position. The new newly elected President shall complete serve for the remainder of the term. and—**
  - (b) ~~If the vacancy occurs after the first year~~ **twenty-four (24) months** of the term, ~~but before the final six months of the term, the new President~~ **Vice-President shall complete the term and serve for an additional three (3)- assume the office of the President for the remainder of the term.**
- 31.02 Should the Vice-President vacate the position in mid-term, and; ~~within the first 18 months of the term, a by-election will be called by the Elections/Credentials Committee within 90 days of the vacancy in order to fill the position; and~~
- (a) ~~If The by-election~~ **vacancy** occurs within the first year **twenty-four (24) months** of the term, ~~a by-election shall be called by the Elections/Credentials Committee and completed within 90 days of the vacancy to fill the position. The new-newly elected~~ **Vice-President shall complete serve for the remainder of the term.**
  - (b) ~~If The by-election~~ **vacancy** occurs after the first year **twenty-four (24) months** of the term, ~~but before the final six months of the term, the new Vice-President~~ **the Board of Directors shall elect a replacement from among its membership who shall complete the remainder of the term. and serve for an additional three (3) term The acting Vice-President is precluded from running in the subsequent Executive Officer election.**
- 31.03 ~~Should the Vice-President vacate the position within the final six months of the term, the Board shall elect a replacement from among its membership who will complete the term.~~

- 31.04 In the event that both Executive Officer positions become vacant simultaneously, within the first ~~18~~ **twenty-four (24)** months of the term, a by-election ~~will~~ **shall** be called by the Elections/Credentials Committee **and completed** within 90 days of the vacancy ~~in order to fill the positions for the remainder of the term.~~ **and**
- (a) ~~If the by-election occurs within the first year of the term, the new Executive Officers shall complete the term.~~
  - (b) ~~If the by-election occurs after the first year of the term, but before the final six months of the term, the new Executive Officers shall complete the term and serve for an additional three-year (3) term.~~
- 31.05 In the event that both **Executive Officer** positions become vacant within the final ~~six~~ **twelve (12)** months of the term, the Board shall elect an acting President only, from among its membership, who ~~will~~ **shall** complete the term, and a by-election will be called as necessary. **The acting President is precluded from running in the subsequent Executive Officer election.**

## **Article 32 – District Board Members**

- 32.01 **Should** If a member of the Board **vacate their position before completion of** ~~is unable to complete~~ their three-year (3) term, the Elections/Credentials Committee shall arrange for the election of a replacement from that district. ~~If only one member is nominated, the Board shall appoint that person to fill the vacancy.~~
- 32.02 Should the term remaining for the newly elected/appointed Board Member be six (6) months or less they shall serve the balance of the term and, in addition, the following three-year (3) term of office.

## **Article 33 – Vacancy (Automatic)**

- 33.01 The President or Vice-President shall automatically vacate their office if:
- (a) They resign in writing under their hand or has been deemed to resign under this article;
  - (b) They are removed from office by a vote of two-thirds (2/3) majority of a duly convened general meeting of the Union;
  - (c) They are found to have compromised mental capacity;
  - (d) They become ineligible for active membership in the Union;

- (e) They are no longer employed in an HSAA bargaining unit and the provision in Article - [Active Members](#) does not apply; ~~and~~
- (f) They miss more than one-third (1/3) of the regularly scheduled Board meetings during any year of their term. without valid reason acceptable to the Board.

33.02 Any member of the Board shall automatically vacate their office if:

- (a) They resign in writing under their hand or has been deemed to resign under this article;
- (b) They are removed from office by a vote of two-thirds (2/3) majority of a duly convened general meeting of the Union;
- (c) They are found to have compromised mental capacity;
- (d) They become ineligible for active membership in the Union;
- (e) They are no longer employed in a bargaining unit in the district in which they were elected; ~~and~~
- (f) They miss more than one-third (1/3) of the regularly scheduled Board meetings during any year of their term. without valid reason acceptable to the Board.

In the event that a member of the Board vacates their office before the annual convention, the vacancy ~~will~~ **shall** be filled pursuant to provisions contained in the Constitution.

## **Article 34 – Removal from Office**

- 34.01 The President, Vice-President or any other member of the Board may be temporarily removed from office for the duration of an investigation by a seventy-five percent (75%) majority vote of members of the Board, where allegations of a breach of the Code of Ethics or a breach of any of the Constitution of the Union have been made in accordance with Constitution Article – [Complaint Management Process](#).
- 34.02 If the investigator's report recommends disciplinary action, the Discipline Committee shall hear and determine the disposition of the complaint.
- 34.03 If the Discipline Committee renders a decision for removal from office, the Executive Officer(s) shall call a Special Meeting of the membership within thirty (30) days of receiving the decision. The delegates present at the Special Meeting shall vote to ratify or reverse the decision of the Discipline Committee.

- 34.04 A vote to remove the President, Vice-President or any other member of the Board must carry by a sixty-six and two-thirds percent (66 2/3%) majority of delegates voting at the Special General Meeting.
- 34.05 The decision reached at the Special Meeting of the Membership shall be final and binding.

### **Article 35 – Leave of Absence**

- 35.01 The Board of Directors shall grant a leave of absence to any of its members in accordance with any applicable legislation.
- 35.02 The Board may grant any other leave of absence at its discretion.
- 35.03 If the Board approves a leave of absence request from a Board Member of longer than six months, it ~~will~~ **shall** arrange for an election of a temporary replacement as per Article - [Vacancies in Mid-term/District Board Members](#). The term of office of the temporary Board Member ~~se~~ **duly** elected shall terminate when the Board Member on leave returns to their position or the term expires.

## **DUTIES AND POWERS OF THE BOARD**

### **Article 36 – Duties of the Board**

- 36.01 The duties of the Board shall be, in addition to any duties described elsewhere in the Constitution or otherwise implied by the Constitution:
- (a) To formulate policy on issues affecting the Union and manage its affairs between general meetings;
  - (b) To meet to conduct its business as often as required;
  - (c) To consider all matters placed on the agenda by the District Board Members for such meetings and to take such action on each item as the Board may consider wise;
  - (d) To appoint such committees as are necessary for the functioning of the Union and to further its objectives;
  - (e) To approve investigators as per Article - [Complaint\(s\) of a Constitutional Breach](#);

- (f) To appoint representatives to affiliated labour organizations and advocacy bodies;
- (g) To have in charge the general interests of the Union and its members in the intervals between general meetings;
- (h) To ratify the appointment of the Executive Director. ~~and Executive Liaison;~~
- (i) To establish the policy governing all Union publications;
- (j) To appoint the auditors of the Union and ensure that the books of the Union are audited each year, or as often as required during the year;
- (k) To report on its activities to the membership at its general meetings; and
- (l) To determine, from time to time, the location of any office of the Union;
- (m) To prepare and approve an annual budget;
- (n) Represent HSAA to external bodies as delegated or assigned.

### 36.02 **Board of Directors Authority During Job Action**

In case of any job action involving HSAA and its members, the Board of Directors ~~will~~ **shall** have the authority and responsibility, subject to express provisions of this Constitution, to determine appropriate policies and procedures. Without limiting the generality of the foregoing, and regardless whether the job action is initiated by HSAA, by another Union, or by the employer, the Board of Directors has the authority:

- a) To set and revise job action pay.
- b) To establish conditions for receiving job action pay, which may include a requirement to perform an amount of picket or alternate duty.
- c) To determine which members are assigned to perform essential services.
- d) In the case of a job action initiated by HSAA, to determine the timing and duration of strike at any facility.



## Article 37 – Financial Powers

37.01 The Board shall have the right:

- (a) To borrow money in the name of the Union and to limit the amount to be borrowed;
- (b) To issue bonds, debenture stock, debentures, notes and other negotiable securities in the name of the Union;
- (c) To sell, pledge, exchange or dispose of such bonds, debentures, debenture stock, notes and other negotiable securities at such prices, and under such conditions, as may be deemed the most expedient;
- (d) To grant, bargain, sell, alienate, convey, confirm, assign, hypothecate, mortgage, pledge or charge, and cede and transfer all or any of the real and movable, freehold and leasehold, undertaking and business and other property, assets and rights of the Union, including uncalled capital, both present and future of whatsoever kind and wherever situate, to secure any such bonds, debentures, debenture stock, notes and other negotiable securities of any money borrowed or any other liability of the Union;
- (e) To purchase, lease or otherwise acquire, alienate, sell, exchange or otherwise dispose of shares, stocks, rights, warrants, options and other securities, lands, buildings and other property, moveable or immovable, real or personal, or for any right or interest therein owned by the Union for such consideration and upon such terms and conditions as it deems advisable;
- (f) For further clarity, the Board shall not authorize the use of HSAA funds or assets, including a loan or other financial support, to a third party in any manner that could reasonably be expected to:
  - (i) Cause HSAA's tax exempt/not-for-profit status to be challenged;  
or
  - (ii) Otherwise place HSAA's tax exempt/not-for-profit status at risk.
- (g) The Board shall exercise the right to issue debentures only under the authority of a Special Resolution which requires twenty-one (21) days' notice and is adopted at a general meeting by a seventy-five percent (75%) vote of those members present and voting.

37.02 The Board shall not exercise any of its powers in such a manner as to violate any provisions of this Constitution.

## **Article 38 – Signing Officers**

38.01 Signing Officers for any financial transactions are:

- (a) President;
- (b) Vice-President;
- (c) Executive Director; and
- (d) Executive Assistant to the President/Board.

38.02 Any financial transaction ~~will~~ **shall** require the signatures of two (2) signing officers, at least one of whom shall be an Executive Officer.

## **EXECUTIVE OFFICERS**

### **Article 39 – Duties of the Executive Officers**

39.01 The President of the Union shall:

- (a) Preside at general meetings of the Board;
- (b) Act as spokesperson of the Union;
- (c) Be the chief executive responsible for implementing the policy of the Union;
- (d) Be the general coordinator of the Union;
- (e) Chair the Members' Appeals and Review Committee, as required;
- (f) Be an ex-officio member of each standing committee named in this Constitution or other committees established by the HSAA Board, with the exception of the Elections/Credentials and Discipline Committees;
- (g) Ensure that the Board conducts itself in accordance with its own policies;  
and
- (h) Address disciplinary matters as per Constitution;

The President may delegate some of their duties.

39.02 The Vice-President of the Union shall:

- (a) Assume the duties of the President in their absence;
- (b) Act as custodian of the funds and books of the Union;

- (c) Oversee the expenditures in accordance with the votes of a general meeting, or of the Board;
- (d) Ensure that all funds of the Union are deposited in the name of the Union, in a financial institution approved by the Board;
- (e) Ensure that all payments by cheque are signed by two signing officers designated in *Article – [Signing Officers](#)*;
- (f) Ensure that a financial report is prepared annually, or as often as may be required by the Board;
- (g) Ensure that the books of the Union are audited annually;
- (h) Present the financial statements and approved budget at the convention of the Union;
- (i) Make such reports, relating to the office as shall be required by a general meeting or the Board;
- (j) Oversee committee(s) relating to the finances of the Union;
- (k) Ensure that an accurate and true record of the membership is kept;
- (l) Ensure that a full and accurate record of the proceedings of general meetings of the Union and the Board is kept;
- (m) Address disciplinary matters as per Constitution;
- (n) Chair a hiring committees for the Executive Director position; and ~~Executive Liaison positions;~~
- (o) Act as Chair of the Finance Committee;
- (p) Chair the bargaining committee for in-scope employees;
- (q) Chair the Members' Appeals and Review Committee, as required;
- (r) Be an ex-officio member of each standing committee named in this constitution, or other committees established by the HSAA Board with the exception of the Elections/Credentials and Discipline Committees; and

The Vice-President may delegate some of their duties.

## **DELEGATION OF DUTIES AND AUTHORITY**

- 40.01 The Board and Executive Officers may delegate to the Executive Director full authority:
- (a) To manage and direct the business affairs of the Union, except such matters and duties as by law or the Constitution may only be transacted or performed by the Board or by the members in a general meeting; and
  - (b) To employ and discharge agents and employees of the Union.
- 40.02 The Executive Director shall conform to all lawful directives of the Board, and shall at all reasonable times give to the Board, or any of its members, all information they may require regarding the affairs of the Union.

## **REMUNERATION**

- 41.01 Members of the Board and Executive Officers ~~will~~ **shall** be remunerated for their expenses as per applicable policy.

## **ACCOUNTING AND AUDIT**

- 42.01 The books, accounts, and records of the Union shall be audited at least once a year by an auditor appointed by the Board and the audit report shall be made available to the membership prior to the convention.
- 42.02 The books and records of the Union may be inspected by any member of the Union upon request to the Board after giving reasonable notice.

## **SAVE HARMLESS**

- 43.01 The Union shall indemnify and save harmless any member of the Board, or any person appointed or employed by the Board, from personal liability incurred by such person in the administration of the affairs of the Union, provided that such protection shall extend only to persons properly authorized and acting bona fide in the interest of the Union.

## COMMITTEES

### Article 44 – Standing Committees

- 44.01 The Board shall establish the following standing committees:
- (a) Finance Committee;
  - (b) Elections/Credentials Committee;
  - (c) Constitution, Bylaws, Resolutions and Policy Committee;
  - (d) Members' Benefits Committee;
  - (e) Workplace Health, Safety and Wellness Committee; and
  - (f) Members' Appeals and Review Committee; and
  - (g) Discipline Committee

### Article 45 – Other Committees

- 45.01 The Board shall establish such other committees as the Board, in its absolute discretion, shall deem necessary.

## MEETINGS

### Article 46 – Rules of Order

- 46.01 The parliamentary authority for all meetings of the Union shall be the current edition of Robert's Rules of Order. A simplified form of these rules may be adopted by a majority vote of the members present. Where such simplified rules do not sufficiently deal with an issue, the main text ~~will~~ **shall** apply.

### Article 47 – Meetings of the Board

- 47.01 Members of the Board ~~will~~ **shall** have twenty-one (21) days' notice of regular meetings of the Board. Such notice may be verbal or written.
- 47.02 Special meetings of the board may be called by the President or any three (3) members of the Board. Members of the Board shall be given seven (7) days' notice (verbal or written). In urgent situations, this notice requirement may be waived by two-thirds (2/3) of the members of the Board.

- 47.03 Quorum of the Board shall be fifty percent plus one (50% +1) of the Board, including the President and Vice-President.
- 47.04 All votes shall be by a show of hands, unless a secret ballot is demanded by any District Board Member:
- (a) The results of votes ~~will~~ **shall** be recorded in the minutes.
  - (b) In case of a tie vote, the resolution is defeated.

## **Article 48 – Meetings of the Membership**

### **48.01 In-Person Meetings**

HSAA believes that meeting in person is our preference when conducting business. When this is impossible due to circumstances set forth in the Article - [Postponement of Annual Convention or Called Special Meeting](#), meetings may be conducted via online technology provided every reasonable attempt is made to address delegates' privileges.

### **48.02 Convention**

The Union shall hold an annual Convention.

The convention is the highest decision-making authority for the union. At such meetings, members have the opportunity to make, ratify or reverse any decisions to the extent that such action would not violate the Constitution or any collective agreement in force between HSAA and any employer. The convention ~~will~~ **shall** mandate the activities of the board of directors between conventions. The membership ~~will~~ **shall** be represented at these meetings by delegates.

### **48.03 Notice**

- a) All members shall be given notice of the date and place of the convention no later than January 1.
- b) The accidental omission to give notice of any meeting or the non-receipt thereof by any member(s) or Local Unit shall not invalidate any resolution or constitutional amendment passed or proceedings taken at the convention.
- c) HSAA ~~will~~ **shall** provide notice to the last-known address or email address of each member and ~~will~~ **shall** be posted to the public-facing portion of the website. Such notice ~~will~~ **shall** be deemed sufficient for the purpose of conducting union business.

#### 48.04 Resolutions

- (a) ~~Delegates~~ A member, group of members or a Local Unit may bring matters before a Convention for consideration by means of resolutions submitted to the Constitution, Bylaws, Resolutions & Policy Committee. These resolutions may include proposed constitutional changes, policy matters or position statements.
- (b) The Board of Directors may submit its own resolutions to Convention.
- (c) All resolutions for submission to Convention must be received at the Union head office at least forty-five (45) days prior to Convention or they ~~will~~ shall not be considered.
- (d) All policy resolutions shall not exceed 150 words.
- (e) Copies of resolutions shall be provided to all members at least thirty (30) days prior to Convention.
- (f) Emergency resolutions may be submitted in writing to the table at convention at the close of the first day. An emergency resolution must deal with a subject matter that has arisen during the forty-five (45) days immediately preceding the opening of the convention. The Constitution, Bylaws, Resolution & Policy Committee ~~will~~ shall determine whether it is an emergent resolution or not and proceed accordingly.

#### 48.05 Delegate Status at Convention

- a) Credentials shall be granted to active Local Units as defined in Article: Local Units, based on one (1) delegate per fifty (50) members, or portion thereof. ~~in good standing as of October 1<sup>st</sup> of each given year.~~
- b) Local Units ~~shall will distribute~~ determine the process for distributing credentials to its members. ~~as per policy.~~
- c) Members who are not selected to receive credentials from their Local Unit but wish to attend may enter their names on a waiting list within their district.
- d) Should a Local Unit not use all of their allotted credentials, the unused credentials ~~will~~ shall be offered by random draw to those on the waiting list from within their district.

~~48.06 Delegate credentials shall be granted to active Local Units only, meaning that they have held at least one (1) general meeting of the local unit members in the calendar year prior to December 1<sup>st</sup> of each given year and a local unit executive was duly elected.~~

48.07 e) Current members of the HSAA Board of Directors ~~will~~ **shall** automatically be granted delegate status separate from Local Unit or District distributions.

48.08 f) **Board members-elect and** ~~Current~~ members of HSAA Board Committees reporting to Convention are entitled to attend and participate with voice but no vote in the Convention, unless they have been granted delegate status through Local Unit or District distribution. ~~who are not delegates through the process may attend as non-voting delegates.~~

~~48.09 Board members-elect are entitled to attend and participate however, they do not have voting rights unless they are otherwise attending as a delegate within their Local Unit.~~

#### 48.10 **48.06 Quorum**

Quorum at convention shall be fifty per cent (50%) of the registered delegates.

#### 48.11 **48.07 Voting**

(a) Only delegates in attendance at convention are entitled to vote and they are entitled to cast one (1) vote on each issue.

(b) A simple majority vote of the delegates present and voting shall be sufficient to pass any resolution presented to convention except those which change the Constitution for which a two-third (2/3) majority is required.

(c) In case of a tie vote, the resolution is defeated.

#### 48.12 **48.08 Special Meetings**

A special meeting shall be at the call of the board of directors with a two-thirds (2/3) majority vote or more than 25% of the membership in writing provided that the nature of the business is stated in the request. Electronic signatures ~~will~~ **shall** be deemed acceptable. For the purposes of this provision, the size of the membership is determined by the number of active members on the last day of the preceding month of the petition.

A special meeting may be called by the board or a group of members to deal with a matter of business that cannot be delayed until the ensuing convention. Such a meeting shall deal only with the subject matter contained in the written request of the membership or the board of directors.



Upon the receipt of a written request of the membership with the required number of signatures, the board of directors shall call a special meeting within 21 days.

~~48.13~~ **48.09 Notice**

- a) Members ~~were~~ listed as delegates at the previous convention shall be given fourteen (14) days' notice of the special meeting and ~~will~~ **shall** be invited to attend provided that the nature of the business is stated. This may be done electronically.
- b) The notice shall state the date, hour and place of the meeting, and the nature of the business to be transacted.
- c) The accidental omission to give notice of any meeting or the non-receipt thereof by any member(s) or Local Unit shall not invalidate any resolution or constitutional amendment passed or proceedings taken at the special meeting.
- d) HSAA ~~will~~ **shall** provide notice to the last-known address or email address of each member and ~~will~~ **shall** be posted to the public-facing portion of the website. Such notice ~~will~~ **shall** be deemed sufficient for the purpose of conducting union business.

~~48.14~~ **48.10 Quorum**

Quorum at any special meeting shall be fifty per cent (50%) of the registered delegates or 100 delegates, whichever is greater.

~~48.15~~ **48.11 Voting**

- (a) Only delegates in attendance at the special meeting are entitled to vote and they are entitled to cast one (1) vote on the issue.
- (b) A simple majority vote of the delegates present, and voting, shall be sufficient to pass any resolution presented at the special meeting except those which change the Constitution for which a two-third (2/3) majority is required.
- (c) In case of a tie vote, the resolution is defeated.
- (d) The removal from office of an Executive Officer of Board Member requires two thirds (2/3) majority vote.

## **48.16 48.12 Postponement of Annual Convention or Called Special Meeting**

Once the call for the annual convention or special meeting has been made, every reasonable effort must be made to adhere to the date, time and place of the meeting stated. The board, by a two-thirds majority vote, may postpone a meeting only due to public order by an official government body or an emergent situation. In such a case, the postponed meeting must be held within six months of the originally scheduled meeting. The postponed meeting may be held via online technology.

## **Article 49 Labour Relations Conference**

- 49.01 (a) Labour conferences are an annual educational opportunity for members to learn about labour and workplace issues, collective bargaining proposals and/or other relevant matters to the membership.
- (b) The Labour Relations Conference may be held on a regional basis as deemed appropriate by the Board.

## **NEGOTIATIONS**

- 50.01 The Board or its delegate may sign memoranda of agreement, subject to ratification by the members affected by the relevant collective agreement.
- 50.02 Ratification votes may be taken at a duly convened meeting of the membership, by secret ballot, which may include electronic methods, or as directed by the Alberta Labour Relations Board or equivalent authority.

## **CODE OF ETHICS**

- 51.01 One or more of the following acts shall constitute conduct unbecoming a member of the Union:
- (a) Crossing a picket line established by the Union;
  - (b) Obtaining or soliciting membership by misrepresentation;
  - (c) Knowingly failing to comply with the Constitution;
  - (d) Attempting to bring about the withdrawal of any member or group of members from the Union;
  - (e) Knowingly publishing or circulating false reports or misrepresentations among the members of the Union;

- (f) Working in the interests of another union to the detriment of the Union;
- (g) Without proper authority using the name of the Union to solicit funds or to advertise;
- (h) Misappropriating assets belonging to the Union;
- (i) Furnishing to anyone, without proper authority or for any purpose not in the best interest of the Union, a list or a portion of a list of members of the Union;
- (j) Failing, without reasonable excuse, to pay membership dues, assessments or other fees of the Union;
- (k) Slandering or libeling, that is, spreading defamatory comments, either verbally or in writing, which would tend to injure the reputation of a member or an officer of the Union or any of the component parts of the Union;
- (l) Failing to follow the lawful order of the chair of any meeting of the Union or its component parts to the point where business of the meeting may not be fairly and reasonably conducted;
- (m) Interfering with the performance of the duties of any officer of the Union or its component parts;
- (n) Engaging in conduct detrimental or prejudicial to the best interest of the Union;
- (o) Willfully neglecting the duties of an elected Union position;
- (p) Failing to follow the lawful directions and ruling of the Board and/or an Executive Officer;
- (q) Filing frivolous, unnecessary or vindictive charges against a member of the Union;
- (r) Harassing any member or staff member of HSAA;
- (s) Actively interfering with contractual or other rights of members;
- (t) Violating the published policies of the Union;
- (u) Knowingly failing to declare a conflict of interest, and/or participating in decisions where a conflict of interest exists; or

- (v) Knowingly breach the Oath of Office.
- (w) Knowingly breach confidentiality.

## COMPLAINT(S) OF A CONSTITUTIONAL BREACH

### Article 52 – Complaint Management Process

52.01 Any member(s) who has (have) reasonable grounds to believe that another member or a member of a Local Unit Executive has been guilty of a breach of the Code of Ethics, or a breach of any of the Constitution of the Union may make a complaint thereof in writing to the Executive Officers of the Union within twenty-one (21) days of becoming aware of the circumstances which are the basis of the complaint.

Any member(s) who has (have) reasonable grounds to believe that a member of the Board of Directors has been guilty of a breach of the Code of Ethics, or a breach of any of the Constitution of the Union may make a complaint in writing to the Executive Assistant, to the Board of Directors, of the Union within twenty-one (21) days of becoming aware of the circumstances which are the basis of the complaint. Upon the receipt of the complaint, the Executive Assistant shall forward the complaint immediately to the President and/or Secretary Treasurer of the National Union of Public and General Employees. One of them, or their designate, ~~will~~ **shall** then act in the role of the Executive Officers for the purposes of this Article.

52.02 Upon receipt of a complaint, the Executive Officers shall determine if the identity of the complainant(s) ~~will~~ **shall** be kept confidential at the investigation stage. The Executive Officers shall consider the best interests of the Union, the interests of the complainant(s), the interests of the respondent(s) and any other relevant factors.

52.03 Within fifteen (15) days of receipt of the complaint, the Executive Officers shall assign an investigator who shall be supplied with:

- (a) A copy of the complaint;
- (b) A copy of the relevant sections of the Constitution;
- (c) Contact information for the complainant(s) and respondent(s) and known witnesses; and
- (d) Any other relevant information or documentary evidence.

- 52.04 Within fifteen (15) days of receipt of the complaint, the Executive Officers shall provide the respondent(s) with a copy of the complaint or, in the event that the identity of the complainant(s) is to be kept confidential at the investigation stage, a summary of the complaint, edited to maintain the confidentiality. The Executive Officers ~~will~~ **shall** also provide the respondent(s) with the name and contact information of the investigator.
- 52.05 The investigator shall inquire into the complaint by contacting the complainant(s), respondent(s), and witnesses to determine if there is sufficient evidence to support the referral to the Discipline Committee.
- 52.06 The investigator may, at their discretion, determine the scope of the investigation and may, where there are multiple complainants, respondents, or witnesses, determine that it is not necessary to interview each complainant, respondent, or witness.
- 52.07 The investigator shall make every effort to conduct interviews outside the member's workplace and hours of work.
- 52.08 The investigator shall report to the Executive Officers in writing, within forty-five (45) days of the appointment, summarizing their findings and providing any documentary evidence gathered during the investigation and shall recommend that:
- (a) Disciplinary action should be imposed; or
  - (b) The complaint be dismissed; or
  - (c) An alternative dispute resolution mechanism be utilized.
- 52.09 If the investigator's report recommends dismissal of the complaint the Executive Officers ~~will~~ **shall** inform the complainant and respondent within fifteen (15) days of its receipt.
- 52.10 If the investigator's report recommends an alternative dispute resolution (ADR) the Executive Officers ~~will~~ **shall** inform the complainant and respondent within fifteen (15) days of its receipt. The Executive Officers shall implement an ADR without delay.
- 52.11 If the investigator's report recommends that the complaint be dismissed, or an Alternative Dispute Resolution mechanism (ADR) be utilized either party may appeal the decision of the investigator by informing the Executive Officers in writing within fifteen (15) days of receiving the decision. Any appeal must be related to the discipline process.
- 52.12 If the investigator's report recommends disciplinary action, the Executive Officers ~~will~~ **shall** select five (5) members from the Discipline Committee within fifteen (15) days of its receipt.

- 52.13 An Executive Officer shall give notice in writing to the respondent(s) and to the complainant(s) specifying the date and place of the hearing, with particulars of the charge.
- 52.14 Notice by registered mail, email or courier, requiring a signature or electronic acknowledgement, upon receipt, shall be given to the respondent(s) and the complainant(s) not less than thirty (30) days prior to the hearing. Such notice shall be sent to the last address listed with the Union.
- 52.15 Should the respondent(s) or complainant(s) be unable to attend because of circumstances beyond their control, they should notify the Discipline Committee within ten (10) days of receipt of the notice provided above, whereupon a new date for the hearing ~~will~~ **shall** be fixed by the Discipline Committee. Should the respondent(s) or complainant(s) then fail to attend:
- (a) In the case of the respondent(s), the hearing may proceed in their absence, upon proof of service of the notice upon them.
  - (b) In the case of the complainant(s), the complaint may be dismissed, upon proof of service of the notice upon them.
  - (c) In exceptional circumstances satisfactory to the Discipline Committee, a further adjournment may be granted.
- 52.16 The Discipline Committee shall hear and determine the disposition of the complaint.
- 52.17 The Discipline Committee shall determine its own procedures and,
- (a) May accept oral or written evidence that it considers proper, whether admissible in a court of law or not;
  - (b) Is not bound by the law of evidence applicable to judicial proceedings;
  - (c) Shall follow the rules of natural justice in the conduct of its hearing;
  - (d) Shall allow witnesses to be called and cross-examined;
  - (e) Shall deliberate upon its decision in private, considering only the evidence and submissions raised during the hearing, to reach its decision; and
  - (f) May retain legal counsel to advise it regarding its procedures and practices before and during the hearing.

52.18 The Executive Director, or designate, shall represent the interests of the Union in the disciplinary hearing. They shall present the evidence of the complaint at the hearing on behalf of the Union and shall make submissions at the hearing.

They shall be guided by the principle of making every effort to ensure that the whole truth, whether in support or against the complaint, is presented to the Discipline Committee. At the discretion of the Executive Director, or their delegate, legal counsel may be hired to assist.

52.19 The Executive Director shall make every effort to provide pre-hearing disclosure of the case that ~~will~~ **shall** be presented on behalf of the Union to the respondent(s) and complainant(s) prior to the hearing.

52.20 The respondent(s) charged shall have the right, subject to the provisions of the *Labour Relations Code* and applicable privacy legislation:

- (a) To be informed of the charges and provided a full and complete copy of the complaint and any amendments or additions thereto;
- (b) To know the identity of the complainant(s);
- (c) To be provided with a copy of the investigator's report;
- (d) To be provided with any additional documentary evidence gathered by the investigator;
- (e) To call and cross-examine witnesses;
- (f) To be heard; and
- (g) To be represented by legal counsel.

52.21 The Discipline Committee shall, within fifteen (15) days render a decision, in writing, explaining the rationale for its decision and for any penalty assessed, that may include:

- A written reprimand
- A fine based on hourly rate of pay
- A suspension of some or all membership privileges
- Removal from office\*
- Expulsion from membership
- Any other discipline that is deemed appropriate.

\*subject to provisions of Articles - [Removal from Office](#) and [Removal of Local Unit Executive Member](#)

A copy of the decision ~~will~~ **shall** be submitted to:

- (a) The Executive Officers;
- (b) The respondent(s);
- (c) The complainant(s); and
- (d) The Executive Director, designate or legal counsel.

The decision shall be sent to the respondent(s) and the complainant(s) by registered mail, email or courier, requiring a signature, or electronic acknowledgement, upon receipt.

52.22 Should either party wish to appeal the decision of the Discipline Committee, they shall inform the Executive Officers in writing within fifteen (15) days of receiving the decision. Any appeal must be related to:

- (a) the findings of the Discipline Committee; or
- (b) the severity of the sanction.

52.23 The Members' Appeals and Review Committee (MARC) ~~will~~ **shall** hear any appeal within fifteen (15) days. This shall be completed by documentary review. The decision of the MARC is final.

52.24 The complainant(s) and the respondent(s) shall be notified of the decision and rationale of the MARC without delay by registered mail, email, or courier, requiring a signature or electronic acknowledge upon receipt.

52.25 Any member who has been expelled from the Union shall forfeit all rights and benefits of membership.

52.26 Any member who has been expelled from the Union may apply to the Board of Directors for reinstatement after five (5) years. This may be granted by a two-thirds (2/3) vote.

### **Article 53 – Costs**

53.01 HSAA ~~will~~ **shall** cover reasonable and substantiated expenses and other costs judged to be reasonable by the Board of Directors in the circumstances of the case. Legal costs of the respondent(s) and the complainant(s) at any stage of the process ~~will~~ **shall** be considered for reimbursement only in those exceptional cases deemed by the Board of Directors, in its sole discretion, to warrant reimbursement.



## LIABILITY OF MEMBERS

54.01 No member of the Union, in his or her individual capacity, shall be liable for any debt or liability of the Union.

### SEAL

55.01 The Union shall have a common seal which shall be under the control of the Board and the responsibility for its use and the procedures to be followed in its use shall be as determined by the Board. The seal shall be in safe custody within the central office of the Union.

## MEMBERSHIP BENEFITS FUNDS

### Article 56 – Members’ Benefits Committee

56.01 The Members' Benefits Committee shall be appointed by the Board to administer the following funds:

- (a) Elisabeth Ballermann Social Justice and Labour Relations Fund;
- (b) Bursary Funds;
- (c) Dell Taylor Memorial Education Fund;
- (d) Emergency Financial Assistance Fund;
- (e) Disaster Relief Fund;
- (f) Line of Duty Death Benefit;
- ~~(e)~~(g) Any other funds of a similar nature which may be instituted by the Union.

56.02 The policies and procedures of the Members’ Benefits Committee are subject to ratification by the Board. The granting or refusal of any assistance from these funds shall remain at the discretion of the Members’ Benefits Committee. The decision of the committee may be appealed as per the Members’ Appeals policy.

### Article 57– Elisabeth Ballermann Social Justice and Labour Relations Fund

57.01 The purpose of the Elisabeth Ballermann Social Justice and Labour Relations Fund is for the registration, tuition fees and other related expenses, up to the maximum allowed, for labour relations courses, conferences, and workshops and must be directly related to labour relations, unionism or social justice.

## **Article 58 – Bursary Funds**

58.01 The purpose of the Bursary Funds is to provide financial assistance to members, spouses, and children/dependents of members pursuing a recognized degree, diploma or certificate at a post-secondary educational institution.

## **Article 59 – Dell Taylor Memorial Education Fund**

59.01 The purpose of the Dell Taylor Memorial Education Fund is to provide assistance to members enrolling in a course of studies related to that member's discipline.

Such monies are to be used for the payment of registration, examination and/or tuition fees exclusively.

## **Article 60 – Emergency Financial Assistance Fund**

60.01 The purpose of the Emergency Financial Assistance Fund is to provide members with financial aid in emergency situations.

60.02 Financial assistance under the Emergency Financial Assistance Fund shall be available to each member to the maximum lifetime benefit.

## **Article 61 - Disaster Relief Fund**

61.01 The purpose of the Disaster Relief Fund is to provide financial assistance to members affected by a natural disaster that results in the loss of, or displacement from, their primary residence.

61.02 The Disaster Relief Fund is activated by a two-thirds (2/3) majority vote of the Board of Directors.

## **Article 62 – Line of Duty Death Benefit**

62.01 – The purpose of the Line of Duty Death Benefit is to provide a financial benefit to the family of a member that dies in the line of duty.