



**HEALTH SCIENCES
ASSOCIATION
OF ALBERTA**

**CONSTITUTION
June 2016**

INDEX FOR CONSTITUTION

		Page
Article I	Name	5
Article II	Preamble.....	5
Article III	Objects.....	5
	1. Function	
	2. Membership Benefits	
	3. Administration	
	4. Other	
Article IV	Location	6
Article V	Amendments to Objects.....	6
Article VI	Interpretation.....	6
Article VII	Membership.....	7
	1. Eligibility	
	2. Classification	
	3. Out-Of-Scope	
	4. Active Members	
	5. Inactive Members	
	6. Retired Members	
	7. Associate Members	
	8. Honorary Members	
	9. Student Membership	
	10. Obligations of Members	
	11. Application for Membership	
	12. Fees	
	13. Withdrawal of Membership	
	14. Reinstatement of Membership	
Article VIII	Management of the Union	11
	1. Board of Directors	
	2. Representation	
	3. Local Unit	

Article IX	Elections/Representative Positions	13
	1. Eligibility for Election or to serve as an HSAA Representative	
	2. Nominations and Elections	
	3. Term of Office	
	4. Election of District Board Members	
	5. Oath of Office	
Article X	Vacancies in Mid Term	17
	1. President and Vice-President	
	2. District Board Members	
	3. Vacancy (Automatic)	
	4. Removal from Office	
	5. Leave of Absence	
Article XI	Duties and Powers of the Board.....	20
	1. Duties of the Board	
	2. Financial Power	
	3. Signing Officers	
Article XII	Advisory Committee	22
	1. Advisory Committee consists of	
	2. Duties of the Advisory Committee	
	3. Duties of Advisory Committee Members	
Article XIII	Delegation of Duties and Authority.....	24
	1. Board, Advisory Committee and Executive Officers - Delegation of duties	
Article XIV	Remuneration.....	24
Article XV	Accounting and Audit	24
Article XVI	Save Harmless	24
Article XVII	Committees	24
	1. Standing Committees	
	2. Other Committees	

Article XVIII Meetings	25
1. Rules of Order	
2. Meetings of the Board	
3. General/Special Meetings	
Article XIX Negotiations	27
Article XX Code of Ethics	28
Article XXI Discipline	29
1. Charges	
2. Committee Structure	
3. Notices	
4. Hearing	
5. Rights of the Respondent	
6. Decision	
7. Appeal	
8. Expulsion	
9. Costs	
Article XXII Liability of Members	34
Article XXIII Seal.....	34
Article XXIV Membership Benefits Fund.....	35
1. Members Benefits Committee	
2. Labour Relations Fund	
3. Bursary Funds	
4. Dell Taylor Memorial Education Fund	
5. Membership Assistance Fund	
Article XXV Amendments of the Constitution	36

CONSTITUTION

Article I Name

The name of the union is the “HEALTH SCIENCES ASSOCIATION OF ALBERTA” (hereinafter referred to as the “**Union**” or “HSAA”).

Article II Preamble

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.

Article III Objects

1. Function

- A) To secure for members, fair terms and conditions of employment.
- B) 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.
- C) To regulate relations between members and their employers.
- D) To cooperate and deal fairly with employers in adjusting difficulties which may arise between employers and employees.
- E) To promote the continuation of high standards of patient care.
- F) To promote progressive and oppose regressive legislation, particularly in the areas of labour relations, labour standards, health care and human rights.
- G) To cooperate with professional associations on matters of common interest and concern.
- H) To cooperate with unions and organizations of unions in order to promote the above objects F) and G).

2. Membership Benefits

Subject to its policies and financial capabilities, the Union will:

- 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.

3. Administration

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

4. Other

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

Article IV Location

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

Article V Amendments to Objects

Amendments to the Objects shall be conducted in accordance with the provisions of Art. XXV of the Constitution.

Article VI Interpretation

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

Article VII Membership

1. Eligibility

- A) 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.
- B) 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.
- C) 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.
- D) The members of the Union shall be the subscribers to the Constitution and such other persons as are admitted as members of the Union.

2. Classification

- A) Membership in the Union shall consist of the following classes:
 - i) Active Members;
 - ii) Inactive Members;
 - iii) Retired Members;
 - iv) Associate Members;
 - v) Honorary Members; and
 - vi) Student Members.
- B) A member in good standing is one who complies with provisions contained in the Constitution of the Union.
- C) A person who obtains membership through fraudulent means is not a member.

3. Out-of-Scope

- A) Any person who is permanently employed in an out-of-scope (management exempt)¹ capacity with an employer signatory to a Collective Agreement with the Health Sciences Association of Alberta is ineligible for membership.
- B) An individual rendered ineligible for membership through the operation of the Constitution may be reinstated to the appropriate membership class when she ceases to be employed in an out-of-scope (management exempt) capacity.

¹A person who performs managerial functions or is employed in a confidential capacity in matters relating to labour relations.

- C) Any member who is in a temporary out-of-scope position (management exempt), which is expected to, or actually, exceed three months shall not be eligible to hold office or attend membership meetings.

4. Active Members

- A) 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.
- B) An active member is subject to the provisions of the Constitution with respect to:
 - i) Applications for membership;
 - ii) Obligations for payment of fees and assessments; and
 - iii) The provisions for suspension, fines and other discipline.
- C) An active member is entitled to hold office and vote on all matters in accordance with the Constitution.
- D) Active members will include:
 - i) Those on an approved leave of absence;
 - ii) Those on lay-off/recall from her/his employer for the longest period of recall rights provided by any HSAA Collective Agreement;
 - iii) Those who have been dismissed and are represented by the Union through the grievance/arbitration procedure, until the dispute has been resolved;
 - iv) Casual employees who have contributed dues in the previous twelve (12) months; and
 - v) 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.

5. Inactive Members

Any member from whom dues are no longer deducted, except one who is an active member as provided in Sect. (4)(D), shall be an inactive member and is not eligible to vote or hold office.

Subject to the above, the Board may, at its discretion, designate the rights, duties and obligations of inactive members.

6. Retired Members

- A) Any member 55 years of age or older and who ceases employment in a bargaining unit covered by an HSAA agreement, is a retired member.
- B) Retired members may, at their own expense, attend general meetings of the Union but are not eligible to vote or hold office.
- C) Retired members may pay an annual membership fee as determined by the Board.
- D) The Board may, at its discretion, designate the rights, duties and obligations of retired members.

7. Associate Members

- A) Associate membership is open to:
 - i) Any employee who would be eligible for active membership if HSAA were the certified bargaining agent; and
 - ii) Any person who would, if employed, be eligible for active membership and does not meet the eligibility criteria for any other class of member.
- B) Application for associate membership shall be made to the Board. The decision of the Board to grant or deny such membership shall be final.
- C) The Board may, at its discretion, designate the rights, duties and obligations of associate members including:
 - i) The right to vote at any meeting(s); and
 - ii) The payment of fees.
- D) Associate members are not eligible to:
 - i) Hold office; or
 - ii) Vote on any matter relating to a collective agreement or ratification thereof.

8. Honorary Members

- A) The Board may award honorary membership to a person who has rendered outstanding service to the Union and is not eligible for active membership.
- B) Honorary members shall be entitled, at their own expense, to attend any general meeting of the Union.

- C) Honorary members shall not:
 - i) Vote;
 - ii) Hold office; or
 - iii) Participate in any dissolution of the Union.
- D) Honorary members will not be required to pay any fees or assessments.
- E) Subject to the above, the Board may, at its discretion, designate the rights, duties and obligations of honorary members.

9. Student Membership

- A) 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.
- B) Student members are not eligible to:
 - (i) Hold office; or
 - (ii) Vote on any matter relating to collective agreements or ratification thereof.
- C) Subject to the above, the Board may, at its discretion, designate the rights, duties and obligations of student members.

10. Obligations of Members

All members of the Union will:

- 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 towards the Union; and
- C) Pay to the Union such lawful fees and assessments as established pursuant to the Constitution.

11. Application for Membership

Applications for membership are submitted to the Vice-President who will present them to the Board. The Board shall, in its discretion, approve or refuse any application for membership. Upon approval, a membership card indicating the membership class will be issued.

12. Fees

- A) Anyone applying for membership will pay fees and/or assessments as determined by the Board or the membership.
- B) The dues of the Health Sciences Association of Alberta shall be 1.4% of gross earnings.
- C) Any change to annual dues for the following fiscal year shall be voted upon by the members at a general meeting.
- D) Any proposal to decrease annual dues can only be brought to a general meeting on recommendation of the Board of Directors, to take effect the following fiscal year.
- E) HSAA may, on approval of the Board and subject to a majority vote at a general meeting, levy special assessments on its dues payers.

13. Withdrawal of Membership

An individual may withdraw from membership by notifying the Board, in writing, and returning her/his membership card. Anyone who withdraws forfeits all rights and benefits of membership.

14. Reinstatement of Membership

- A) 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.
- B) Except for an individual who has withdrawn from membership, or as provided in a), anyone who:
 - i) Has previously been an active member in good standing; and
 - ii) Returns to employment in a bargaining unit represented by the Union is automatically reinstated to active membership.

Article VIII Management of the Union

1. Board of Directors

- A) There shall be a Board of Directors (referred to in the Constitution as the "Board") which shall be composed of:
 - i) President*
 - ii) Vice-President*

- iii) Three District Advisors:
 - a) District Advisor - Edmonton;
 - b) District Advisor - Calgary; and
 - c) District Advisor - North, Central and South.

- iv) Board Members elected to represent their respective districts as provided in Section 2 - Representation.

* Executive Officers

2. Representation

- A) Board Members will be elected to represent the following HSAA districts:
 - i) North;
 - ii) Central;
 - iii) Edmonton;
 - iv) Calgary; and
 - v) South

Districts are indicated in Appendix A of the Constitution.

- B) Districts shall elect Board Members as follows:
 - i) Edmonton and Calgary shall each be entitled to five (5) District Board Representatives.
 - ii) North, Central and South shall each be entitled to two (2) District Board Representatives.

3. Local Unit

- A) Each group of HSAA members may define itself as a "local unit" of HSAA, with consideration to the following principles:
 - i) 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.
 - ii) 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.
 - iii) Members covered by the same bargaining certificate with small numbers at multiple sites may wish to act as one local unit.

- B) 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.

- C) Local unit reconfigurations and the structure of newly organized units shall be subject to approval by the HSAA Board to meet operational requirements.
- D) Local Unit Representatives include Local Unit Chairs, Vice Chairs, Secretaries, Group Representatives and/or other positions as determined by the local unit. These Local Unit Representatives shall form the Local Unit Executive.
- E) The role of the Local Unit Representative is to serve as key communication link between members and the HSAA office.
- F) Local Unit Representatives are not authorized to bind the organization contractually, except as expressly delegated by a duly authorized officer of HSAA.
- G) 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.

Article IX Elections/Representative Positions

1. Eligibility for Election or to Serve as an HSAA Representative

- A) Only active members in good standing are eligible for nomination and election.
- B) 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.

- C) District Board Members
 - i) To be eligible for election in a district, a member must be employed in a bargaining unit in that district.
 - ii) 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.
 - iii) A member of the board whose term does not expire at the next AGM may only run for a vacant district board position if they resign their current district board position prior to the call for nominations.

- D) Any member who occupies a representative position with HSAA (group representative, local unit chair, committee member, etc.) shall automatically vacate the office if he/she accepts an out-of-scope position (management exempt) which places him/her in a conflict of interest with his/her union duties.
- E) A member may only accept a nomination for one position in each election (i.e. President or Vice-President).
- F) Local Unit Executive

To be eligible for election to the Local Unit Executive a member must be employed in that local unit.

2. Nominations and Elections

- A) All elections shall be determined by a single ballot; the member(s) with the largest number of votes will be declared elected. Where two Board positions are vacant the member with the second largest number of votes will also be elected.
- B) All elections shall be held by secret ballot, which may include electronic methods.
- C) President and Vice-President

Subject to Art. X (1), election for the office of President and Vice-President shall occur in odd numbered years.

i) Nomination

- a) Any ten (10) members in good standing may nominate an eligible member for the position of President or Vice-President.
- b) The nomination must be signed by the nominators and by the nominee to indicate her/his willingness to stand for election.
- c) Nominations will begin after January 1st, as determined by the Elections/Credentials Committee. Nominations must be received by the prescribed deadline.
- d) Where there are no nominations for President or Vice-President the Board will determine the process of issuing a further call for nominations and elections.

ii) Election:

- a) Each active member in good standing of the Union will receive one ballot for each position.
- b) Ballots will be processed in accordance with the procedure determined by the Elections/Credentials Committee. Except for Vacancies in Mid-Term, or where no candidate is nominated after the first call for nominations, elections for Executive Officers will be completed no later than February 28.
- c) In the event that there is only one candidate, that candidate will be acclaimed.
- d) The President and Vice-President are sworn in and take office at the conclusion of the AGM, or June 15, whichever occurs first.
- e) Subject to the above, the election procedure shall be determined by the Elections/Credentials Committee and approved by the Board.
- f) The elections of the President and Vice-President will be on separate ballots.

D) District Board Members

i) Nomination:

- a) 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.
- b) The nomination must be signed by the five (5) nominators and by the nominee to indicate her/his willingness to stand for election.
- c) Nominations will begin after March 1st, as determined by the Elections/Credentials Committee. Nominations must be received by the prescribed deadline.

ii) Election:

- a) Each active member in a district in which an election is held will receive a ballot.
- b) Ballots will be processed in accordance with the procedure determined by the Elections/Credentials Committee. Except for vacancies in mid-term, or where no candidate is nominated after the first call for nominations, elections will be completed no later than April 30.
- c) In the event that there is only one candidate in a district, that candidate will be acclaimed.
- d) The Board Members so elected are sworn in and take office at the conclusion of the AGM, or at the first Board meeting after June 15.
- e) Subject to the above, the election procedure shall be determined by the Elections/Credentials Committee and approved by the Board.

E) District Advisors

- i) The Board shall elect three (3) District Advisors from amongst the elected District Board Representatives as follows:
- ii) One (1) from the Edmonton District;
- iii) One (1) from the Calgary District;
- iv) One (1) from the North, South and Central Districts combined;
- v) The election shall be by secret ballot;
- vi) Subject to the above, the Board determines the election process; and
- vii) District Advisors will be elected in even numbered years.

3. Term of Office

- A) The President and Vice-President shall each serve a term of two (2) years.
- B) The District Advisors shall each serve a term of two (2) years.
- C) The District Board Members shall each serve a term of three (3) years.
- D) The District Board Members take office at the conclusion of the AGM, or the first Board meeting after June 15.
- E) If elected mid-term the newly elected Executive Officer or Board member is sworn in and takes office at the next Board meeting.

4. Election of District Board Members

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

5. Oath of Office

The following Oath of Office shall be administered to newly elected/or re-elected Board members and Executive Officers at the AGM or at their first meeting of the Board, as appropriate:

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 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.

Article X Vacancies in Mid Term

1. President and Vice-President

- A) Should the President vacate the position in mid-term the Vice-President will assume the office of President, and;
 - i) If the vacancy occurs within the first year of the term, the new President shall complete the term,
 - ii) If the vacancy occurs after the first year of the term, but before the final six months of the term, the new President shall complete the term and serve for an additional two (2) year term.

- B) Should the Vice-President vacate the position 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.
 - i) If the by-election occurs within the first year of the term, the new Vice-President shall complete the term.
 - ii) If the by-election occurs after the first year of the term, but before the final six months of the term, the new Vice-President shall complete the term and serve for an additional two (2) year term.

- C) Should the Vice-President vacate the position within the final six months of the term, the board shall elect a replacement from amongst its membership who will complete the term.

- D) In the event that both executive officer positions become vacant simultaneously, 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 positions.
 - i) If the by-election occurs within the first year of the term, the new Executive Officers shall complete the term.

- ii) 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 two (2) year term.
- E) In the event that both executive officer positions become vacant within the final six months of the term, the board shall elect an acting President only, from amongst its membership, who will complete the term, and a by-election will be called as necessary.

2. District Board Members

- A) If a member of the Board is unable to complete her/his three (3) year 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.
- B) Should the term remaining for the newly elected/appointed Board Member be six (6) months or less s/he shall serve the balance of the term and, in addition, the following three (3) year term of office.

3. Vacancy (Automatic)

- A) The President or Vice-President shall automatically vacate his/her office if:
- i) S/he resigns in writing under her/his hand or has been deemed to resign under this by-law;
 - ii) S/he is removed from office by a vote of two-thirds majority of a duly convened general meeting of the Union;
 - iii) S/he is found to be of unsound mind;
 - iv) S/he becomes ineligible for active membership in the Union;
 - v) S/he is no longer employed in an HSAA bargaining unit and the provision of Art. VII (4)(d)(v) do not apply; and
 - vi) S/he misses more than one-third (1/3) of the regularly scheduled Board meetings during any year of her/his term without valid reason acceptable to the Board.
- B) Any member of the Board shall automatically vacate his office if:
- i) S/he resigns in writing under her/his hand or has been deemed to resign under this by-law;
 - ii) S/he is removed from office by a vote of two-thirds majority of a duly convened general meeting of the Union;
 - iii) S/he is found to be of unsound mind;
 - iv) S/he becomes ineligible for active membership in the Union;
 - v) S/he is no longer employed in a bargaining unit in the District in which she was elected; and

- vi) S/he misses more than one-third (1/3) of the regularly scheduled Board meetings during any year of her/his term without valid reason acceptable to the Board.
- C) A member of the Advisory Committee shall automatically vacate her/his office if, without valid reason acceptable to the Board, s/he misses one quarter (1/4) of the total number of regularly scheduled meetings of the Board and the Advisory Committee in any year of her/his term.

In the event that a member of the Board vacates her/his office before the Annual General Meeting, the vacancy will be filled pursuant to provisions contained in the Constitution.

4. Removal from Office

- A) The President, Vice-President or any other District Board Member may be suspended from office by a seventy-five percent (75%) majority vote of members of the Board, where allegations of a breach of the Code of Ethics contained in the Constitution have been made in accordance with Art. XXI(1)(A).
- B) If the President, Vice-President or any other member of the Board is suspended under this section, a Discipline Committee shall be formed to investigate and dispose of the complaint, as required by Art. XXI(1)(J)(iii) and (2).
- C)
 - i) A Special General Meeting to ratify or reverse the decision of the Discipline Committee will be called to convene within thirty (30) days of the decision of the Discipline Committee.
 - ii) A vote to remove the President or any other Board Member must carry by a sixty-six and two-thirds per cent (66 2/3%) majority of those members voting at the Special General Meeting.
- D) If a quorum of delegates at a Special General Meeting cannot be achieved, the Board will make a final decision.

5. Leave of Absence

- A) The Board of Directors shall grant a leave of absence to any of its members in accordance with any applicable legislation.
- B) The Board may grant any other leave of absence at its discretion.

- C) If the Board approves a leave of absence request from a Board Member of longer than six months, it will arrange for an election of a temporary replacement as per Art. X, Vacancies in Mid-term. The term of office of the temporary Board Member so elected shall terminate when the Board Member on leave returns to his/her position or the term expires.

Article XI Duties and Powers of the Board

1. 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 appoint a Discipline Committee in the manner provided for in Art. XXI(1)(J)(iii) and (2);
 - 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;
 - 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.

2. Financial Powers

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.

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

3. Signing Officers for any financial transactions are:

- A) President;
- B) Vice-President;
- C) Executive Director; and
- D) Executive Assistant to the President/Board.

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

Article XII Advisory Committee

1. The Advisory Committee consists of:

- A) President;
- B) Vice-President; and
- C) District Advisors

2. Duties of the Advisory Committee

- A) The Advisory Committee shall:
 - i) Meet as required in order to carry on the business of the Union between meetings of the Board; and
 - ii) Recommend policy initiatives to the Board.
- B) Each member of the Advisory Committee shall:
 - i) Discharge the duties associated with her/his office; and
 - ii) Subject to Art. X(3)(B) and (C), attend meetings of the Board, the Advisory Committee, and general meetings of the Union.

3. Duties of Advisory Committee Members

- A) The President of the Union shall:
 - i) Preside at general meetings of the Advisory Committee and of the Board;
 - ii) Act as spokesperson of the Union;
 - iii) Be the chief executive responsible for implementing the policy of the Union;
 - iv) Be the general coordinator of the Union;
 - v) Be an ex-officio member of each standing committee named in this Constitution or discretionary or other committee established by the HSAA Board, with the exception of the Elections/Credentials and Discipline Committees; and

- vi) Ensure that the Board conducts itself in accordance with its own policies.
- vii) The President may delegate some of his/her duties.

B) The Vice-President of the Union shall:

- i) Assume the duties of the President in their absence;
- ii) Act as Chair of the Finance Committee;
- iii) Act as custodian of the funds and books of the Union;
- iv) Oversee the expenditures in accordance with the votes of a general meeting, or of the Board;
- v) Ensure that all funds of the Union are deposited in the name of the Union, in a financial institution approved by the Board;
- vi) Ensure that all payments by cheque are signed by two signing officers designated in Art. XI (3);
- vii) Ensure that a financial report is prepared annually, or as often as may be required by the Board;
- viii) Ensure that the books of the Union are audited annually;
- ix) Present the financial statement at the Annual General Meeting of the Union;
- x) Make such reports, relating to the office as shall be required by a general meeting, the Board, or Advisory Committee;
- xi) Oversee committee(s) relating to the finances of the Union;
- xii) Ensure that an accurate and true record of the membership is kept;
- xiii) Ensure that a full and accurate record of the proceedings of general meetings of the Union, the Board and the Advisory Committee is kept;
- xiv) Deal with disciplinary matters as per Art. XXI;
- xv) Chair hiring committees for the Executive Director and Executive Liaison positions;
- xvi) Chair the bargaining committee for in-scope employees;
- xvii) Be an ex-officio member of each standing committee named in this constitution, discretionary or other committees established by the HSAA Board with the exception of the Elections/Credentials and Finance Committees; and
- xviii) The Vice-President may delegate some of his/her duties;

C) District Advisors shall:

- i) Temporarily assume the duties of the Executive Officers should their positions become vacant mid-term;
- ii) Perform delegated duties as assigned;
- iii) Coordinate the District Board members' responsibility within their district(s) (e.g. Local Unit meetings);
- iv) Act in an advisory role to the Executive Officers; and
- v) Represent HSAA to external bodies as delegated or assigned.

Article XIII Delegation of Duties and Authority

- A) The Board, Advisory Committee and Executive Officers may delegate to the Executive Director full authority:
 - i) 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;
 - ii) To employ and discharge agents and employees of the Union.
- B) 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.

Article XIV Remuneration

Members of the Board and Officers will be remunerated for their expenses as per applicable policy.

Article XV Accounting and Audit

- A) 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 Annual General Meeting.
- B) 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.

Article XVI Save Harmless

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.

Article XVII Committees

1. Standing Committees

The Board shall establish the following standing committees:

- A) Finance Committee;
- B) Elections/Credentials Committee;
- C) The Constitution and Resolutions/Policy Committee;
- D) Members' Benefits Committee; and
- E) Workplace Health, Safety & Wellness Committee.

2. Other Committees

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

Article XVIII Meetings

1. Rules of Order

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 apply.

2. Meetings of the Board

- A) Members of the Board will have twenty-one (21) days' notice of regular meetings of the Board. Such notice may be verbal or written.
- B) Special meetings of the board may be called by the President, the Advisory Committee 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.
- C) Quorum of the Board shall be fifty percent plus one (50% +1) of the Board, including the President and Vice-President.
- D) All votes shall be by a show of hands, unless a secret ballot is demanded by any District Board Member:
 - i) The results of votes will be recorded in the minutes.
 - ii) In case of a tie vote, the resolution is defeated.

3. General/Special Meetings

- A) A general/special meeting is the highest level of authority for any deliberative assembly. 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.
- B) General/special meetings of the Union may be called in accordance with these Bylaws by the Board, or upon written request of twenty-five percent (25%) of the membership of the Union, provided that the nature of the business is stated in the request.

C) Notice

- i) All members shall be given at least seven (7) days' notice of a general/special meeting. This may be done electronically.
- ii) The notice shall state the date, hour and place of the meeting, and the nature of the business to be transacted.
- iii) The accidental omission to give notice of any meeting or the non-receipt thereof by any member(s) shall not invalidate any resolution or bylaw passed or proceedings taken at the meeting.
- iv) Service of any notice shall be deemed sufficient service upon the member if addressed to her/his last known address (including electronic mail address) within Alberta at least ten (10) days before the date appointed for the meeting. Such notice will be deemed to have been received by the addressee on the date following the day of such posting.

D) Quorum

Quorum at any general/special meeting shall be seventy-five (75) members in good standing and in attendance.

E) Voting

- i) Each member is entitled to one (1) vote, and all resolutions, except amendments of the Constitution, shall be decided by a simple majority.
- ii) In case of a tie vote, the resolution is defeated.
- iii) Voting shall be by a show of hands, and the Chair will declare whether the resolution has been passed or defeated.
- iv) Any member may demand a poll, in which case the votes for and against a resolution will be counted and recorded in the minutes.
- v) If no poll is demanded, an entry in the minutes as to the disposition of the resolution shall be sufficient evidence of the fact without proof of the number of votes for and against the resolution.
- vi) Amendments of the Constitution shall be passed with by a two-thirds (2/3) majority.

F) Annual Convention

The Union shall hold an Annual Convention.

G) Labour Relations Conference (LRC)

- i) A Labour Relations Conference will be held annually.
- ii) The Labour Relations Conference may be held on a regional basis as deemed appropriate by the Board.

- iii) The Labour Relations Conference may deal with, but not be limited to,
 - a) Labour and workplace issues;
 - b) collective bargaining proposals; and
 - c) membership education.

H) Reimbursement of Expenses

The Board:

- i) May determine the number of members whose expenses for general meetings and other union related functions will be paid by HSAA and which expenses will be reimbursed; and
- ii) Will set policies to ensure that each bargaining unit has the opportunity to be represented at any general meeting.

Article XIX Negotiations

1. The Board or its delegate may sign memoranda of agreement, subject to ratification by the members affected by the relevant Collective Agreement.
2. 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.

Article XX Code of Ethics

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; and
- V) Knowingly breaching the Oath of Office.

Article XXI Discipline

1. Charges

- A) Any member(s) who has (have) reasonable grounds to believe that another member 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 Vice-President of the Union within twenty-one (21) days of becoming aware of the circumstances which are the basis of the complaint and in no case more than six (6) months from the date of the alleged breach.

- B) Upon receipt of a complaint, the Advisory Committee shall determine if the identity of the complainant(s) will be kept confidential at the investigation stage. The Advisory Committee 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.
- C) Within fifteen (15) days of receipt of the complaint, the Advisory Committee shall assign a person to make a preliminary investigation and shall supply the investigator with:
 - i) A copy of the complaint;
 - ii) A copy of the relevant sections of the Constitution;
 - iii) Contact information for the complainant(s) and respondent(s) and known witnesses; and
 - iv) Any other relevant information or documentary evidence.
- D) If the Advisory Committee has determined that the identity of the complainant(s) will remain confidential at the investigation stage, it will direct the investigator to conduct the investigation in a manner that makes every effort to maintain that confidentiality.
- E) Within fifteen (15) days of receipt of the complaint, the Advisory Committee 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 Advisory Committee will also provide the respondent(s) with the name and contact information of the investigator.
- F) 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 establishment of a discipline committee.
- G) The investigator may, at his or her 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.
- H) The investigator shall make every effort to conduct interviews outside the member's workplace and hours of work.

- I) The investigator shall report to the Advisory Committee in writing, within forty-five (45) days of the appointment, summarizing his/her findings and providing any documentary evidence gathered during the investigation and may recommend that:
 - i) A discipline committee be struck;
 - ii) The complaint be dismissed; or
 - iii) That an alternative dispute resolution mechanism be utilized.

- J) The Advisory Committee shall, within fifteen (15) days of receipt of the investigator's report:
 - i) Direct that no further action be taken;
 - ii) Direct that a recommended, or other, alternative dispute resolution mechanism be utilized;
 - iii) Appoint a discipline committee pursuant to Section 2; or
 - iv) Refer the complaint to the Board.

- K) The complainant(s) and the respondent(s) shall be notified of the decision of the Advisory Committee and the rationale therefore by registered mail, email, or courier, requiring a signature or electronic acknowledgement upon receipt.

- L) If the Advisory Committee has referred the complaint to the Board, the Board shall, within thirty (30) days of receipt of the referral from the Advisory Committee:
 - i) Direct that no further action be taken;
 - ii) Direct that a recommended, or other, alternative dispute resolution mechanism be utilized; or
 - iii) Appoint a discipline committee pursuant to Section 2.

- M) The complainant(s) and respondent(s) shall be notified of the decision of the Board and the rationale therefore by registered mail, or courier, requiring a signature upon receipt.

2. Committee Structure

The Discipline Committee shall consist of the Vice-President, who shall be its chair, and two (2) other members in good standing appointed by the Advisory Committee for each hearing. The appointments shall be made so as to avoid conflicts of interest. If the Vice-President is in a conflict of interest, the Advisory Committee shall appoint the chair and two (2) other members in good standing.

3. Notices

- A) The Vice-President 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.
- B) Notice by registered mail, or courier, requiring a signature of 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.
- C) Should the respondent(s) or complainant(s) be unable to attend because of circumstances beyond his/her control, he/she should notify the Discipline Committee within ten (10) days of receipt of the notice provided for in (b), whereupon a new date for the hearing will be fixed by the Discipline Committee. Should the respondent(s) or complainant(s) then fail to attend:
 - i) In the case of the respondent(s), the hearing may proceed in his/her absence, upon proof of service of the notice upon him/her.
 - ii) In the case of the complainant(s), the complaint may be dismissed, upon proof of service of the notice upon him/her.
 - iii) In exceptional circumstances satisfactory to the Discipline Committee, a further adjournment may be granted.

4. Hearing

- A) The Discipline Committee shall hear and determine the disposition of the complaint.
- B) The Discipline Committee shall determine its own procedures and,
 - i) May accept oral or written evidence that it considers proper, whether admissible in a court of law or not;
 - ii) Is not bound by the law of evidence applicable to judicial proceedings;
 - iii) Shall follow the rules of natural justice in the conduct of its hearing;
 - iv) Shall allow witnesses to be called and cross-examined;
 - v) Shall deliberate upon its decision in private, considering only the evidence and submissions raised during the hearing, to reach its decision; and
 - vi) May retain legal counsel to advise it regarding its procedures and practices before and during the hearing.
- C) The Executive Director, or his/her delegate, shall represent the interests of the Union in the disciplinary hearing. He/she shall present the evidence of the complaint at the hearing on behalf of the Union and shall make submissions at the hearing.

He/she 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 his/her delegate, legal counsel may be hired to assist.

- D) The Executive Director shall make every effort to provide pre-hearing disclosure of the case that will be presented on behalf of the Union to the respondent(s) and complainant(s) prior to the hearing.
- E) The decision of the Discipline Committee shall be by majority vote. If the Discipline Committee finds the charge proved it may, in its absolute discretion, reprimand, censure, remove from office, suspend or expel the member charged as the circumstances of the case may require.

5. Rights of the Respondent

If a Discipline Committee is formed, 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.

6. Decision

- A) The Discipline Committee shall render a decision, in writing, explaining the rationale for its decision and for any penalty assessed, and will submit it to:
 - i) The Advisory Committee and the Board;
 - ii) The respondent(s);
 - iii) The complainant(s); and
 - iv) The Executive Director, or his/her delegate or legal counsel, within forty-five (45) days after conclusion of the hearing.

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

7. Appeal

- A) The respondent(s) or complainant(s) may appeal the decision of the Discipline Committee to a general meeting of the Union within thirty (30) days of receipt of the decision.
- B) The Vice-President shall provide a copy of the appeal to the complainant(s) and other respondent(s) who attended the Disciplinary Committee and the Executive Director, or his/her delegate.
- C) Written notice of his/her intention to appeal shall be filed with the Vice-President not less than thirty (30) days prior to the date of such general meeting.
- D) If written notification of the decision of the Discipline Committee is given to such appealing member within thirty (30) days of the date of the next general meeting, then his/her appeal shall be to the next following general meeting of the Union.
- E) At the appeal, the respondent(s), the complainant(s), and the Executive Director, or his/her delegate on behalf of the Union, may make a statement and/or be represented by counsel.
- F) The decision of the Discipline Committee will be read to the assembly.
- G) Members will confirm, modify or reverse the decision of the Discipline Committee.
- H) A vote under this section will be by secret ballot and will be final.
- I) The decision of the Discipline committee shall only be changed by a two-thirds (2/3) majority of the members present and voting.
- J) The complainant(s), respondent(s), members of the Disciplinary Committee, and members of the Board shall not be entitled to vote on the appeal.

8. Expulsion

- A) Any person who has been expelled from the Union shall forfeit all rights and benefits of membership.
- B) Any member who has been expelled from the Union shall not again be eligible for membership unless and until the Board, by a majority vote of two-thirds (2/3) of its members, makes this determination.

9. Costs

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

Article XXII Liability of Members

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

Article XXIII Seal

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.

Article XXIV Membership Benefits Funds

1. Members' Benefits Committee

The Members' Benefits Committee ("the MB Committee") shall be appointed by the Board to administer the following funds:

- A) Labour Relations Fund;
- B) Bursary Funds;
- C) Dell Taylor Memorial Education Fund; and
- D) Membership Assistance Fund,

as well as any other funds of a similar nature which may be instituted by the Union.

The policies and procedures of the MB Committee are subject to ratification by the Board. The granting or refusal of any assistance from these funds shall remain solely within the discretion of the MB Committee. The decision of the committee may be appealed to the Board.

2. Labour Relations Fund

The purpose of the 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.

3. Bursary Funds

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.

4. Dell Taylor Memorial Education Fund

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.

5. Membership Assistance Fund

- A) The purpose of the Membership Assistance Fund is to provide members with financial aid in emergency situations.
- B) Financial assistance under the Membership Assistance Fund shall be available to each member to the maximum lifetime benefit.

Article XXV Amendments of the Constitution

1. The Constitution of the Union may be rescinded, altered or added to by a resolution properly presented to the convention of the Union.
2. Proposed amendments to the Constitution shall be:
 - A) Submitted to the Board;
 - B) By two (2) or more members in good standing;
 - C) Accompanied by supporting documentation; and

- D) Not less than one hundred and twenty (120) days prior to the date of the general/special meeting during which the amendments will be presented and discussed.
- 3. The Board may propose amendments to the Constitution to the membership by giving notice thereof not less than twenty-one (21) days prior to a general meeting.
- 4. Amendments to the Constitution must be presented to the membership as a resolution and must be passed by two-thirds percent (2/3) majority of those members present and voting.