Local 8 Bylaws

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copesepb
Canadian Office &
Professional Employees
SD/dlw/mlv/Local #491

TABLE OF CONTENTS

INTRODUCTION 1
SECTION 1 – NAME 1
SECTION 2 - OBJECTIVES 2
SECTION 3 - REFERENCES 3
SECTION 4 - MEMBERSHIP 3
SECTION 5 - AFFILIATIONS 4
SECTION 6 - MEMBERSHIP MEETINGS 4
SECTION 7 - OFFICERS 6
SECTION 8 - EXECUTIVE BOARD 6
SECTION 9 - DUTIES OF OFFICERS 6
SECTION 10 - NOMINATION, ELECTION, AND INSTALLATION OF OFFICERS 11
SECTION 11 - FULL-TIME POSITIONS 14
SECTION 12 - SHOP STEWARDS 14
SECTION 13 - FEES, DUES AND ASSESSMENTS 15
SECTION 13 - NON-PAYMENT OF DUES AND ASSESSMENTS 15
SECTION 14 - EXPENDITURES 15
SECTION 15 - HONORARIUMS 16
SECTION 16 - BENEVOLENT FUND 17
SECTION 17 - CHILD CARE, DEPENDENT CARE AND ELDER CARE 17
SECTION 18 - DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS 18
SECTION 19 - COMMITTEES 19
SECTION 20 - PUBLIC STATEMENTS 21
SECTION 21 - COMPLAINTS AND TRIALS 21
SECTION 22 - RULES OF ORDER 22
SECTION 23 - AMENDMENTS 22
SECTION 24 - PRINTING AND DISTRIBUTION OF BYLAWS 23
APPENDIX A 24
CUPE NATIONAL EQUALITY STATEMENT 24
APPENDIX B 25
CUPE LOCAL 8 LAND ACKNOWLEDGEMENT 25
APPENDIX C 26
CODE OF CONDUCT 26
APPENDIX D 28
RULES OF ORDER 28
APPENDIX E 31
PERSONAL INFORMATION POLICY 31
APPENDIX F 33
CUPE LOCAL 8 GRIEVANCE COMMITTEE - TERMS OF REFERENCE 33

INTRODUCTION

CUPE Local 8 of the Canadian Union of Public Employees has been formed to:

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

The following bylaws are adopted by CUPE Local 8 in accordance with the CUPE National Constitution (Articles 12.3 and B.5.1), to protect the rights of all members, to provide for responsible governance of the Local Union, and to involve as many members of the Local Union as possible through the sharing of duties and responsibilities.

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

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

SECTION 1 – NAME

(a) The name of this Local Union shall be Canadian Union of Public Employees, Local 8

(b) The Local shall be a multi-unit Local comprised of existing Units and those that may affiliate in the future. CUPE Local 8 consists of the following bargaining units:

8-11 Intercare Corporation Ltd (Brentwood, Chinook, & Southwood Care Centres)
8-14 McKenzie Towne Retirement Residence (ANC)
8-15 Carewest Colonel Belcher
8-16 AgeCare Mount Royal
8-18 Wheatland Lodge
8-19 Chateau Renoir (Cogir)
8-20 AgeCare Bow Crest
8-21 AgeCare Midnapore
8-22 AgeCare McKenzie Towne
8-23 The Heartland Retirement Residence (Cogir)
8-24 Seasons High River (ANC)
8-25 Intercare Corporation Ltd (Kingsland Supportive Living)
8-26 Aspira Britannia
8-27 Shepherd's Care Foundation (Prince of Peace)
8-28 Seasons High River (GSS)
8-29 Alberta Precision Laboratories
8-30 Scenic Grance (Cogir)
8-31 McKenzie Towne Retirement Residence (GSS)

8-33 Verve Aspen Woods
8-34 Aramark at Shepherd's Care (Prince of Peace)
8-35 Aramark at AgeCare Mount Royal
8-36 Compass at AgeCare Bow Crest
8-37 Compass at AgeCare McKenzie Towne
8-38 Harvest House (Optima Living) (Olds)
8-39 Compass at AgeCare Midnapore

(c) Each Unit's autonomy is guaranteed to the extent that it shall not create disunity within the Local or by the taking of any action that might endanger the Local as a whole. Therefore, consistent with the interests of the whole, each Worksite shall have the right to nominate and elect its own Site Vice-President and Shop Stewards.

(d) Units of CUPE Local 8 shall be those employees of any Employer for which CUPE Local 8 is certified pursuant to the Alberta Labour Relations Act, for which CUPE Local 8 has attained recognition. No decision affecting the Local as a whole can be taken at a unit/worksite meeting.

(e) Section 1(b) may be amended:

(i) In accordance with Article XIV of the CUPE National Constitution, or
(ii) By simple majority vote to add additional units for which CUPE Local 8 is certified, or
(iii) By notice of motion and a two-thirds majority vote at a succeeding membership meeting to merge or otherwise re-arrange units of CUPE Local 8.

SECTION 2 - OBJECTIVES

The objectives of CUPE Local 8 are to:

(a) Secure the best possible pay, benefits, working conditions, job security, pensions and retiree benefits for its members;

(b) Provide an opportunity for its members to influence and shape their future through free democratic trade unionism;

(c) Encourage the settlement by negotiation and mediation of all the disputes between the members and their employers;

(d) Eliminate harassment and discrimination of any sort or on any basis; for the equality of treatment regardless of class, race, colour, nationality, age, sex/gender, language, sexual orientation, place of origin, ancestry, religious beliefs, or mental and physical disability; and the active opposition of discrimination of same wherever it occurs or appears;

(e) Establish strong working relationships with the public we serve and the communities in which we work and live; and

(f) Support CUPE in reaching all of the objectives set out in Article II of the CUPE National Constitution.

SECTION 3 - REFERENCES

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

SECTION 4 - MEMBERSHIP

(a) Membership

An individual employed within the jurisdiction of CUPE Local 8 can apply for membership in CUPE Local 8 by submitting an application.

(Article B.8.1)

(b) Approval of Membership

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

(Article B.8.2)

(c) Oath of Membership

New members will take this oath:

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

(Article B.8.4)

(d) Continuation of Membership

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

(Article B.8.3)

(e) Member Obligations

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

Members will provide the Privacy Officer with their current address, personal telephone number and personal e-mail address. The member will advise the Privacy Officer of any changes to their contact information. This information will be protected and used to communicate with members.

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

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

SECTION 5 - AFFILIATIONS

In order to strengthen the labour movement and work toward common goals and objectives, CUPE Local 8 may be affiliated to and pay per capita tax to the following organizations:

- The CUPE Alberta Provincial Division
- The CUPE Calgary District Council
- The Alberta Federation of Labour
- The Calgary and District Labour Council
- Alberta Health Employees Committee

SECTION 6 - MEMBERSHIP MEETINGS

(a) **General Membership Meetings**

General Membership Meetings of CUPE Local 8 shall be held in January, March, June, and September. Notice of each General Membership Meeting outlining the date, time and location shall be given to members at least fourteen (14) days in advance of the meeting.

When a situation beyond the control of the Local Union arises which causes the cancellation of a General Membership Meeting, the Executive Board shall reschedule the General Membership Meeting and will give members seven (7) days' notice of the date of the rescheduled General Membership Meeting.

(b) **Special Membership Meetings**

Special membership meetings of CUPE Local 8 may be required and shall be called by the Executive Board or may be requested in writing by no fewer than ten (10) members. The President shall immediately advise members when a special meeting is called and ensure that all members receive at least forty-eight (48) hours' notice of the special meeting, the subject(s) to be discussed, the date, time and location. No business shall be transacted at the special meeting other than that for which the meeting is called, and notice given.

(c) **Quorum**

The minimum number of members required to be in attendance for the transaction of business at any General or Special meeting shall be fifteen (15) members in good standing, including at least three (3) members of the Executive Board.

Should quorum not be obtained at any General Membership Meeting, the Executive Board shall have the authority to conduct the business of the Local and will report at the next General Membership Meeting.

(d) **Membership Meeting Agenda**

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

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

(Article B.6.1)

(e) **Bargaining Unit Meetings/Worksite Meetings**

As needed, Worksite meetings may be called to deal with matters that affect only members of the bargaining unit at each facility. The Site Vice-President shall work with the President to set the agenda and conduct the business of the meeting.

Motions made and carried at a Worksite meeting shall be considered recommendations to the next meeting of the Executive Board.

It is recognized that from time to time the Worksites may have issues that do not affect the entire membership and therefore Worksites shall be allowed to hold regular or special meetings under the following guidelines:

- Notice of such meetings shall be provided to members a minimum of seven (7) days in advance of the meetings.
- Quorum for such meetings shall be seven (7) members or fifty per cent (50%) of the membership whichever is less.
- Minutes of such meetings shall be kept and provided to the Executive Board of CUPE Local 8 upon reasonable request.

- All motions dealing with monetary issues that affect CUPE Local 8 must be forwarded to and voted on at the next general meeting of CUPE Local 8.

SECTION 7 - OFFICERS

(a) The Officers of CUPE Local 8 shall be the President, General Vice-President, Treasurer, Secretary, Young Worker Vice-President, three (3) Trustees and one (1) Site Vice-President from each Worksite.

(Articles B.2.1 and B.2.2)

(b) The elected Site Vice-President will automatically act as the Chief Shop Steward in each Worksite.

SECTION 8 - EXECUTIVE BOARD

(a) The Executive Board shall include all Officers, except Trustees.

(Article B.2.2)

(b) The Executive Board shall meet on the first (1st) Monday of each month. When a Statutory Holiday falls on the first (1st) Monday, the meeting will be held on the second (2nd) Monday. There shall be no Executive Board meetings in the months of July or August.

(c) A majority of the Executive Board constitutes a quorum.

(d) The Executive Board shall hold title to any real estate of the Local Union as trustees for the Local Union. They shall have no right to sell, convey, or encumber any real estate without first giving notice and then submitting the proposal to a membership meeting and having it approved.

(e) The Executive Board shall do the work delegated to it by the Local Union and shall be held responsible for the proper and effective functioning of all committees.

(f) Should any Executive Board member fail to answer the roll call for three (3) consecutive regular meetings or three (3) consecutive regular Executive Board meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by an election at the following membership meeting.

(Article B.2.5)

SECTION 9 - DUTIES OF OFFICERS

Each Officer of CUPE Local 8 is encouraged to participate in CUPE educational courses to enhance their leadership skills and expand their knowledge and expertise.

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

(Article B.3.9)

All signing Officers of CUPE Local 8 shall be bonded through the master bond held by CUPE National. Any Officer who cannot qualify for the bond shall be disqualified from having signing authority.

(Article B.3.5)

(a) **President**

The President shall:

- Enforce the CUPE National Constitution, these Local Union bylaws and the Equality Statement.
- Be the official spokesperson for CUPE Local 8.
- Interpret these bylaws as required.
- Preside at all membership and Executive Board meetings and preserve order and assist at Worksite meetings.
- Decide all points of order and procedure (subject always to appeal to the membership).
- Have the same right to vote as other members. In the case of a tie vote, the President may cast another vote, or the President may refrain from casting an additional vote, in which case the motion is defeated.
- Ensure that all Officers perform their assigned duties.
- Fill committee vacancies where elections are not provided for.
- Introduce new members and conduct them through the initiation ceremony.
- Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership.
- Be allowed necessary and reasonable funds to reimburse the President or any Officers for expenses incurred on behalf of the Local Union. Expense claims must be listed on a proper form outlining the expense, the reason for the expense, and with supporting receipt(s) attached.
- Have first preference as a delegate at any CUPE function.
- Be an ex-officio member of all committees

(Article B.3.1)

(b) **Vice-President**

The Vice-President shall:

- If the President is absent or not eligible, perform all duties of the President.
- Preside over membership and Executive Board meetings in the absence of the President.
- If the office of the President falls vacant, be Acting President until a new President is elected through a by-election.
- Render assistance to any member of the Executive as directed by the Executive Board.
- Be a signing officer of the Local ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership.

- Have first choice to relieve any full-time position.
- Assist with investigation and grievance meetings, as required.
- Be a member of the grievance committee at all sites.

(Article B.3.2)

(c) **Secretary**

The Secretary shall:

- Keep full, accurate, and impartial account of the proceedings of all regular or special membership and Executive Board meetings. These records must also include a copy of the full financial report (Executive Board meetings) and the written financial report (membership meetings) presented by the Secretary-Treasurer. The record will also include Trustees' reports.
- Record all amendments and/or additions in the bylaws and make certain that these are sent to the National President for approval prior to implementing.
- Answer correspondence and fulfil other administrative duties as directed by the Executive Board.
- Keep a record of all correspondence received and sent out.
- Prepare and distribute all notices to members.
- Have all records ready on reasonable notice for the Trustees or auditors.
- Preside over membership and Executive Board meetings in the absence of both the President and Vice-President.
- Be empowered, with the approval of the membership, to employ administrative assistance to be paid for out of the Local Union's funds.
- Performs other duties required by the Local Union, its bylaws or the National Constitution.
- Record all motions passed.
- Be a signing officer of the Local ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership.
- Be booked off as necessary to ensure adequate time for the above duties.
- Assist with investigation and grievance meetings, as required.

(Article B.3.3)

(d) **Treasurer**

The Treasurer shall:

- Receive all revenue, dues, and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union.
- Sign all cheques and ensure that the Local Union's funds are used only as authorized or directed by the CUPE Constitution, Local Union bylaws, or vote of the membership. In consultation with the Executive Board, designate a signing officer during prolonged absences.
- Ensure that per capita tax is paid and prepare all CUPE National per capita tax forms and remit payment no later than the last day of the following month.

- Be responsible for maintaining, organizing, safeguarding and keeping on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union.
- Record all financial transactions in a manner acceptable to the Executive Board and in accordance with good accounting practices.
- Make a full financial report to meetings of the Local Union's Executive Board.
- Make a written financial report to each regular membership meeting, detailing all income and expenditures for the period.
- Be bonded through the master bond held by CUPE National. Any Secretary-Treasurer who cannot qualify for the bond shall be disqualified from office.
- Pay no money unless supported by a cheque requisition or expense form or request for payment duly signed by the President and one other member of the Executive Board as determined by the Executive Board. No request shall be required for payment of per capita fees to any organization to which the Local Union is affiliated.
- Make all books available for inspection by the Trustees and/or auditors on reasonable notice**.** Ensure that the books are audited at least once each calendar year and within a reasonable time, respond in writing to any recommendations and concerns raised by the Trustees.
- Provide the Trustees with any information the Trustees require to complete the audit, including forms provided by CUPE National.
- Where required, not later than February 28th each year, furnish each member, on the forms supplied by CUPE National, with a statement showing the net amount of tax-deductible dues paid by them during the preceding calendar year.
- Be empowered, with the approval of the membership, to employ necessary administrative assistance to be paid for out of the Local Union's funds.
- Notify all members who are one month in arrears and report to the Executive Board all members two or more months in arrears in the payment of union dues.
- Prepare a budget for the current year for the approval of the membership at the Membership Meeting in January of each year.
- Be responsible for all hotel bookings and travel arrangements for Union business in conjunction with the President.
- Make such recommendations as they deem necessary to ensure the continued financial viability of the Local.
- Act as the Privacy Officer in accordance with Appendix E of these Bylaws.

(Articles B.3.4 to B.3.8)

(e) **Trustees**

The Trustees shall:

- Act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the Recording Secretary, and the committees at least once every calendar year.
- Make a written report of their findings to the first membership meeting following the completion of each audit.

- Submit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to ensure that the Local Union's funds, records, and accounts are being maintained by the Secretary-Treasurer in an organized, correct, and proper manner.
- Be responsible to ensure that monies have not been paid out without proper constitutional or membership authorization.
- Ensure that proper financial reports have been given to the membership.
- Audit the record of attendance.
- Inspect at least once a year, any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local Union and report their findings to the membership.
- Send to the National Secretary-Treasurer, with a copy to the assigned Servicing Representative, the following documents:

    (i) Completed Trustee Audit Program
    (ii) Completed Trustees' Report
    (iii) Secretary-Treasurer Report to the Trustees
    (iv) Recommendations made to the President and Secretary-Treasurer of the Local Union
    (v) Secretary-Treasurer's response to recommendations
    (vi) Concerns that have not been addressed by the Local Union Executive Board.

(Articles B.3.10 to B.3.12)

(f) **Young Worker Vice-President**

The Young Worker Vice-President shall:

- Encourage and educate young workers about the Union at all CUPE Local 8 sites.
- In collaboration with the Executive Board, mentor and support young workers.
- Assist young workers' in participating in their Union.
- Attend Executive Board meetings to identify and share areas of concern of young workers with the Executive Board;
- Promote union workshops to young workers.
- Perform such other duties as may be assigned by the Executive Board from time to time.
- Be booked off as necessary to ensure adequate time for the above duties.

(g) **Site Vice-Presidents**

The Site Vice-President shall:

- Preside over their Worksite meetings;
- Provide communications and information for the members in the Site to the Executive and from the Executive to the members;
- Provide required assistance to the President;
- Assume the President's duties by appointment of the Executive Board, if the President and General Vice-President are not able, until an election can be held to fill the vacancy;

- Present a verbal and/or written report at the monthly Executive meetings.
- Perform such other duties as may be assigned by the Executive from time to time.
- Be a member of the grievance committee at their site.
- Assist with investigation and grievance meetings at their site.

SECTION 10 - NOMINATION, ELECTION, AND INSTALLATION OF OFFICERS

(a) **Nominations**

(1) Nominations will be open for a period of no less than two (2) weeks in the month of September. Nominations will be submitted to the Elections Committee.

(2) To be eligible for nomination, the nominee must have been accepted into membership and continue to be a member in good standing.

(Articles B.8.1, B.8.2 and B.8.3)

(3) A member may accept nomination for a position while holding office in any position. If successful in the election, their resignation from their current position will take effect at that time.

(4) No member will be eligible for nomination if they are in arrears of dues and/or assessments.

(5) Each candidate may provide the Elections Committee a one (1) page poster that will be provided to each voting members prior to the election.

(b) **Elections**

(1) The President and Secretary are elected in even years. The General Vice-President, Treasurer, and Young Worker Vice-President are elected in odd years.

(2) The terms of office for Trustees shall be so that one (1) serves for a period of three (3) years, one (1) serves for two (2) years and one (1) serves for one (1) year. The Local Union shall elect one (1) Trustee for a three (3) year period. No member who has been a signing officer for the Local Union is eligible to run for Trustee until at least one (1) full term of office has elapsed.

(3) At a membership meeting, at least one (1) month prior to Election Day, the President will, subject to the approval of the members present, appoint an Elections Committee consisting of at least two (2) members. The committee will include members of the Local Union who are neither Officers nor candidates for office. The Elections Committee shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential. The National Representative(s) assigned to the Local Union shall serve as an advisor to the committee.

(4) The Elections Committee will ensure there is a secure and confidential electronic voting system for all elections by which members will cast their ballots.

(5) Members in good standing will be notified that a vote will be taking place and the voting method being used. Notifications will be sent via email prior to the election and posted on all Union Bulletin Boards in each Worksite.

(6) Balloting for each office will be open for forty-eight (48) hours. All voting will begin within two (2) weeks of the closing of nominations.

(7) Voting to fill one (1) office will be conducted and completed before balloting may begin to fill another office.

(8) The candidate who receives the most votes will be declared elected.

(9) In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary, until a candidate receives the most votes and can be declared elected. If there are more than two (2) candidates, the candidate with the least number of votes will drop off and the second and subsequent ballot(s) will include the remaining candidates.

(10) When two (2) or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.

(Article 10.4)

(11) All election complaints by members will be submitted in writing to the Elections Committee as soon as possible but in no circumstances will a complaint be valid if it is filed later than seven (7) days after the election. The Elections Committee will investigate the complaint and issue a ruling as soon as practical and report the ruling to the very next General Membership Meeting.

(c) **Site Vice-President Elections**

(1) Nominations and elections for Site Vice-President positions will take place after the elections outlined in Section 10(b).

(2) Site Vice-Presidents shall be elected by the membership at the following sites:

ODD YEARS	EVEN YEARS
Brentwood Care Centre	Chinook Care Centre
Southwood Care Centre	Wheatland Lodge
Colonel Belcher Care Centre	AgeCare Mount Royal
AgeCare BowCrest	McKenzie Towne Retirement Residence
AgeCare McKenzie Towne	AgeCare Midnapore
Chateau Renoir Retirement Residence	Seasons High River
The Heartland Retirement Residence	Aspira Britannia
Kingsland Terrace	Alberta Precision Laboratories, Ltd.
Prince of Peace Manor and Harbour	Scenic Grande Retirement Residence
Verve Aspen Woods	Harvest House (Optima Living – Olds)

(3) The voting will take place at a Worksite meeting by secret ballot or via a secure and confidential electronic voting system.

(4) The candidate who receives the most votes will be declared elected.

(5) In the event of a tie vote, a second and subsequent ballot(s) will be taken if necessary, until a candidate receives the most votes and can be declared elected. If there are more than two (2) candidates, the candidate with the least number of votes will drop off and the second and subsequent ballot(s) will include the remaining candidates.

(6) When two (2) or more nominees are to be elected to any office by ballot, each member voting will be required to vote for the full number of candidates to be elected or the member's ballot will be declared spoiled.

(d) **Voters List**

(1) Eligible voters must be members in good standing of CUPE Local 8.

(2) The list of eligible voters will be completed from membership records and will be referred to as the Membership List. The Privacy Officers will provide this to the Elections Committee.

(e) **By-elections**

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

(**f**) **Installation of Officers**

(1) All duly elected Officers shall be installed at the meeting following the conclusions of the elections shall continue in office for two (2) years or until a successor has been elected and installed, provided, however, that no term of office shall be less than one (1) year and no longer than three (3) years.

(Article B.2.4)

(2) A candidate who is elected to office must clearly communicate or affirm this oath:

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

(Article 10.7(b))

SECTION 11 - FULL-TIME POSITIONS

(a) The Executive Board shall deem the necessity to appoint a Table Officer to fill any full-time position. Such appointments shall be reported to the next general meeting.

(b) Any permanent full-time book-off will be for a two (2) year period and shall be paid for at the highest wage rate in any of Local 8 Collective Agreements at January 1 of each year.

(c) The President, when booked off full-time, will receive $2.00/hour above highest rate in any of the Local 8 Collective Agreements at January 1 of each year.

(d) When a member is booked off to replace a full-time Officer for (1) month or more, the member shall receive the full-time Officer's out-of-pocket for the duration of the book off and shall be paid at the highest wage rate in any of the Local 8 Collective Agreements at January 1 of each year.

(e) Mileage allowance shall be the Canada Revenue rate in January of each year.

(f) The Local will pay the difference between personal and business insurance for full-time Officers for use of personal vehicle for Union business.

(g) The Local will have Workers' Compensation coverage for each full-time Officer on permanent book off.

(h) The Local will cover the cost of an Alberta Motor Association Plus Membership for each full-time Officer.

(i) Unless covered by the Employer, the Local will cover the cost of any professional licensing fee for each full-time Officer on permanent book off.

SECTION 12 - SHOP STEWARDS

(a) The number of Shop Stewards required at each Worksite shall be determined by the members at the Worksite. Any member who holds an Executive Board office shall also be recognized as a Shop Steward at their Worksite.

(b) In order for a member to be a Shop Steward, they must be a member in good standing, they must work at the Worksite, and have taken CUPE's Introduction to Stewarding.

(c) Steward nominations and elections, when required, shall take place no less than once every two (2) years. Where possible, nominations and elections for Stewards will take place by secret ballot at the worksite.

(d) Shop Steward duties shall include:

- Take CUPE stewarding courses, as they become available

- Represent members in investigation meetings, in consultation with the Site Vice President
- Provide notes from all investigation meetings to the Site Vice President, or other designate, in a timely manner.
- Provide assistance, advice, and engagement to all members of CUPE Local 8.
- Perform other duties as may be assigned by the Executive Board from time to time.
- Attend all regular and special membership meetings, unless circumstances prevent attendance
- Encourage members to attend all regular and special membership meetings

SECTION 13 - FEES, DUES AND ASSESSMENTS

(a) **Monthly Dues**

The monthly dues shall be 1.5% of regular wages.

(b) **Amending Monthly Dues**

The regular monthly dues may be amended at a regular or special membership meeting. The vote must be by secret ballot. Notice of at least seven (7) days at a previous meeting or sixty (60) days in writing must be given.

(Article B.4.3)

(c) **Assessments**

Assessments may be levied in accordance with the CUPE Constitution. Assessments do not mean or include regular monthly dues and are applied for a specific purpose or specific length of time. Membership approval is required, and the assessment will only be applied after the National President approves the assessment.

(Article B.4.2)

SECTION 13 - NON-PAYMENT OF DUES AND ASSESSMENTS

A member who fails to pay dues and assessments for three (3) months is automatically suspended from membership. The suspension will be reported to the Executive Board by the Secretary-Treasurer. The Executive Board will report all suspensions to the next membership meeting. The member may return to membership in good standing by paying a readmission fee and any other penalty set by the Local Union.

(Article B.8.6)

SECTION 14 - EXPENDITURES

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

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

- When the expenditure is authorized by a budget approved by a majority of members present and voting at a General or Special Membership Meeting;

- When these bylaws approve the expenditure; or

- Through a vote of the majority of members present and voting at a General or Special Membership Meeting.

(Article B.4.4)

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

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

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

In the case of a grant or a contribution to a member(s) or a cause(s) outside of CUPE greater than $300.00, a notice of motion must be made at a regular membership meeting and then approved at the following regular or special membership meeting before the grant or contribution can be paid out. The approval meeting must be no earlier than seven days after the meeting where notice of motion has been given.

(d) No Officer or member of CUPE Local 8 will be allowed to spend any Local Union funds without first having received authorization under Section 14(a) of these bylaws.

SECTION 15 - HONORARIUMS

(a) Local Union Officers and committee members shall be provided an honorarium as follows:

President	$500 per month
General Vice-President	$300 per month
Treasurer	$500 per month
Secretary	$325 per month
Young Worker Vice-President	$200 per month
Site Vice-President	$200 per month

Trustees shall be booked off for one day to audit the books and shall be reimbursed an honorarium in the amount of $35 per audit of the Local's books and accounts.

(b) Any member using their vehicle for union business will be reimbursed mileage as per the Canada Revenue Agency rate in January of each year for use of their personal vehicle. Mileage does not apply for attendance at Executive Board Meetings, General and Special Membership Meetings, or worksite meetings.

(c) Executive Officers from sites outside the City of Calgary will be reimbursed return mileage as per the Canada Revenue Agency rate in January of each year for travel as per the Alberta Motor Association mileage chart to Executive Board meetings, General

and Special Membership Meetings, and any other meeting approved by the Executive. When more than one (1) Executive Officer attends a meeting from sites outside the City of Calgary, they are strongly encouraged to travel in one (1) vehicle.

(d) No member shall receive more than one (1) honorarium; thus, the higher honorarium shall be paid to the member.

(e) All honorariums listed above shall be reimbursed monthly.

SECTION 16 - BENEVOLENT FUND

(a) Upon retirement, the Local shall pay members who have accumulated a minimum of five (5) years' service, $20 dollars per year of service. The retiring member, with the assistance of the Site Vice-President, will have to submit a letter to the Local Treasurer from the employer advising the Union of the retirement. A member shall only receive this benefit once per lifetime.

(b) Upon the death of a member, the Local will donate $500.00 to the family.

(c) Should the Local not be informed of either (a) or (b) above within six (6) months, the member's right to the above monies is waived.

(d) For the purpose of this Article, member shall mean a member in good standing.

SECTION 17 - CHILD CARE, DEPENDENT CARE AND ELDER CARE

Caring for children, dependents or the elderly are barriers to actively participating in the union or to attending membership meetings. CUPE Local 8 is committed to removing barriers within its control so that all members have equal access to participation.

(a) When it is practical and demand warrants, CUPE Local 8 will provide on-site childcare at all Local Union membership meetings. Where on-site childcare is not provided, and in the case of dependent care or elder care, members will be reimbursed at the rate of $20.00 per hour. Reimbursement will be provided upon proof of payment.

(b) Any member who is on authorized CUPE Local 8 business shall be eligible for childcare, dependent care, and/or elder care expenses where required. Upon proof of payment, claims shall be reimbursed at the rate of $20.00 per hour to a maximum of $100.00 per day.

(c) Claims will not be paid for a spouse, partner, or a family member who normally provides care without charges. Claims will not be paid for periods of time where a member would normally have paid for care such as during normal hours of work at their job.

(d) CUPE Local 8 will cover the cost of Youth Council or Child Care at CUPE National Convention or CUPE Alberta Division Convention.

SECTION 18 - DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATIONALS

(a) Except for the President's option [Section 9(a)], all delegates to conventions, conferences, and educationals shall be chosen by election at General Membership Meetings.

(b) To be eligible to run as a delegate to an affiliated organization or to attend a convention, conference or week-long school, a member must have been accepted into the membership and continue to be a member in good standing.

(c) Delegates to the CUPE Calgary District Council shall be elected annually. A member responsible for reporting back to the Local Union membership shall be appointed by the President from among these delegates, and the member appointed shall make a written report at each Local Union membership meeting on proceedings at recent meetings of the Council. Delegates will attend CCDC meetings on their own time.

(d) Delegates to the Calgary CLC District Labour Council shall be elected annually. A member responsible for reporting back to the Local Union membership shall be appointed by the President from among these delegates, and the member appointed shall report at each Local Union membership on proceedings at recent meetings of the Council. Delegates will attend CCDC meetings on their own time.

(e) All delegates attending conventions, conferences, or educationals on behalf of CUPE Local 8 held outside the city of Calgary shall be paid transportation expenses as determined by the Treasurer, and a per diem allowance of $100.00 dollars for meals and expenses. The Local Union will reimburse the member's employer for any loss of wages (i.e.: wages, premiums, including statutory holiday pay as per the collective agreement). This does not apply to extra shifts or overtime hours. The Local will provide single hotel accommodation plus applicable taxes and taxi fare or parking expenses, whichever applies. Members are encouraged to use free transportation wherever possible. Reimbursement for the items above shall occur only after receipts have been turned into the Treasurer. Anyone wanting reimbursement shall submit their receipts within sixty (60) days of the event to the treasurer.

(f) Delegates to conventions, conferences, and educationals held locally shall have no travel allowance. There shall be a per diem allowance of $35.00 dollars for meals and expenses incurred by attendance at the convention, conference or educational. The Local Union will reimburse the member's employer for any loss of wages.

(g) CUPE Local 8 will provide members with their per diem allowance prior to their attending the convention, conference, or educational.

(h) CUPE Local 8 encourages the participation of women and all equity-seeking groups in their delegation to conventions, conferences, and educationals.

SECTION 19 - COMMITTEES

(a) Special Committees

A special committee may be established for a specified purpose and a specified period of time by the membership at a meeting. The members shall be elected at a membership meeting, or may, by specific authorization of the membership, be appointed by the President or the Executive Board. Two (2) members of the Board may sit on any special committee as ex-officio members.

(1) Bargaining Committees

All Units shall have their own Bargaining Committee. This will be a special committee established at least three (3) months prior to the expiry of the Unit's collective agreement and automatically disbanded when a new collective agreement has been signed. The function of the committee is to prepare collective bargaining proposals and to negotiate a collective agreement.

The committee shall consist of the Site Vice-President, the President, and the number of members specified in the applicable Collective Agreement to be elected at a Site meeting by secret ballot or via a secure and confidential electronic voting system. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages from formulating proposals, through negotiations, to contract ratification by the membership.

No agreement shall be made with any Employer until its provisions have been submitted to the Unit's membership for their acceptance or rejection. Their decision shall be determined by a secret ballot and adopted by a simple majority.

All members of Local 8's negotiating committees are encouraged to attend CUPE's collective bargaining educationals.

(b) Permanent Committees

All Committees will operate under the direction of the Executive Board and the membership consistent with these bylaws. Where committee members are to be appointed, the membership will be canvassed to determine who would be interested in participating before appointments are made. The President, in consultation with the Executive Board, will appoint Committee chairs, except where otherwise stated. Each Committee will establish its own working procedures and record them for the convenience of new members appointed to the Committee. Each Committee will elect its own secretary from among its members. Committees will regularly deliver reports to the Executive Board and the membership and will prepare written copies of these reports for the convenience of the Recording Secretary.

There shall be four (4) permanent committees as follows:

(1) **Grievance Committee**

Each Site shall have their own Grievance Committee. This committee will:

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

The committee members will be the Site Vice-President, the General Vice-President, and the President. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages.

(2) **Equity And Justice Committee**

This committee will:

- Advise and give guidance to Officers, committee members, and the general membership on all issues that affect all equity-seeking groups, including people of colour, Indigenous People, lesbian, gay, bi-sexual and transgendered workers in the workplace and the union movement.
- Promote leadership of equity-seeking workers at the Local Union level and in the broader labour movement.
- Increase and support the active participation of equity-seeking workers in the Local Union and the broader labour movement.
- Strive to eliminate racism and discrimination in the workplace, Local Union, broader labour movement, and society through education and participation in human rights and anti-racism activities both in and outside of the labour movement.

The committee members will be the elected chairperson and four (4) members. The committee shall appoint its secretary from among its members.

(3) **Bylaw Committee**

This committee will:

- Review the bylaws bi-annually and make recommendations to the Executive Board on proposed amendments.

- Review any proposed amendments received from the Executive Board or membership of the Local Union to ensure that the amendments will conform to the remainder of the bylaws and the CUPE National Constitution.
- Ensure that the Local Union's bylaws are written in clear language, ensuring that clear language does not change the intent or meaning of the bylaws.

The committee members will be the elected chairperson and four (4) members. The Secretary-Treasurer will automatically retain a spot on the committee. The committee shall appoint its secretary from among its members. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted during the review process.

(4) **Social Committee**

This committee will:

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

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

The committee members will be the chairperson and four (4) members elected in January of each year. The Secretary-Treasurer will automatically retain a spot on the committee.

SECTION 20 - PUBLIC STATEMENTS

No member, unless authorized to do so by the Executive Board, shall make public statements or give information to the news media or any employer or employer's representatives in respect to the internal business of CUPE Local 8, the proceedings of its meetings, progress in negotiations or other matters which affect the proper functioning and security of the Local or any of its members.

SECTION 21 - COMPLAINTS AND TRIALS

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

(Articles B.11.1 and Appendix F)

SECTION 22 - RULES OF ORDER

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

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

SECTION 23 - AMENDMENTS

(a) CUPE Constitution

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

(Articles 8.2(c), 12.3 and B.5.1)

(b) Additional Bylaws

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

(i) the amended or additional bylaws do not conflict with the CUPE Constitution;
(ii) the amended or additional bylaws are approved by majority vote at a regular membership meeting or at a special membership meeting called for that purpose; and
(iii) notice of the intention to propose the amended or additional bylaws was given at least seven (7) days before at a previous membership meeting or thirty (30) days before in writing.

(Articles 12.3 and B.5.1)

(c) Effective Date of Amended or Additional Bylaws

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

(Articles 12.3 and B.5.1)

SECTION 24 - PRINTING AND DISTRIBUTION OF BYLAWS

Members will receive a copy of CUPE Local 8 bylaws in electronic format or via the Local Union website at www.cupelocal8.ca. Paper copies will be provided to members, upon request. Members with special needs may request a copy of the bylaws in larger font.

APPENDIX A

CUPE NATIONAL EQUALITY STATEMENT

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

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

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

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

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

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

APPENDIX B

CUPE LOCAL 8 LAND ACKNOWLEDGEMENT

CUPE Local 8 respectfully acknowledges that we work and gather on the traditional lands of Treaty 7 territory. We recognize the longstanding history and contributions of the diverse Indigenous peoples whose footsteps have cared for this land for centuries, including the Niitsitapi (Blackfoot Confederacy): the Siksika, Piikani, and Kainai Nations; the Tsuut'ina Nation; and the Stoney Nakoda Nations: Chiniki, Bearspaw, and Wesley.

We also acknowledge that the City of Calgary is home to the Métis Nation of Alberta, Region III.

APPENDIX C

CODE OF CONDUCT

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

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

This Code of Conduct sets out standards of behaviour for participants at national convention, national conferences, schools, meetings, and all other events organized by CUPE National, Local 8, or any other CUPE chartered body. It is consistent with the expectations outlined in the Equality Statement and the CUPE National Constitution.

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

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

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

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

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

(1) If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code, by asking the person to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.

(2) A complaint shall be brought to the attention of an ombudsperson when there is one available. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.

(3) The ombudsperson or the person in charge will work to seek a resolution. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge. The person in charge has the authority to expel members from the event for serious or persistent offenses.

(4) If the complaint involves a national staff member, it shall be referred to the appropriate director for investigation, and the complaint shall be dealt with in accordance with the applicable staff collective agreement. If the complaint involves a staff member employed by another CUPE chartered organization the complaint shall be referred to the person responsible for their employment.

(5) If the person in charge is a party to the complaint, an alternate will be designated to assume the role.

(6) In a case where a member has been expelled from a National event, the National President shall receive a report on the matter. For all other events, the presiding officer shall receive a report on the matter.

(7) For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future event organized by CUPE National. For other events, the presiding officer shall consult the National President.

This Code of Conduct is designed to create a safe, respectful, and supportive environment within CUPE. It is meant to enhance the rights and obligations outlined in the Bylaws of Local 8, the CUPE National Constitution, the Equality Statement, and applicable human rights legislation, not replace them.

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

APPENDIX D

RULES OF ORDER

(1) The President will be the Chairperson at all membership meetings. In the absence of the President, the Vice-President will be the Chairperson at the membership meeting. In the absence of the President and Vice-President, the Recording Secretary will be the Chairperson at the membership meeting. In the absence of the President, Vice-President and Recording Secretary, members at the membership meeting will select a Chairperson by majority vote. Quorum rules must be met.

(2) Members are not allowed to speak about an issue for more than five minutes. Members can only speak to an issue once unless there is agreement by the members at a meeting, or where all those wishing to speak have had the opportunity to speak.

(3) The Chairperson of a committee who is making a report or the mover of a motion may speak for up to fifteen minutes. With the agreement of the members present, the fifteen minutes may be expanded.

(4) The Chairperson will state every motion presented at a membership meeting before allowing debate on the motion. Before putting a motion to a vote, the Chairperson will ask: “Is the Local ready for the motion?” If no member rises to speak, the motion will be voted upon.

(5) A motion must be moved and seconded. The mover and seconder must rise and be recognized by the Chairperson.

(6) A motion to amend a motion, or a motion to amend an amendment are allowed, however a motion to amend an amendment to an amendment is not allowed.

(7) An amendment to a motion or an amendment to an amendment to a motion that is a direct negative to the main motion is never permitted.

(8) On motion, the regular order of business at a membership meeting may be suspended where two-thirds of those present vote to do so. The regular order of business should only be suspended to deal with urgent business.

(9) Motions other than those named in Rule 19, or motions to accept or adopt the report of a committee, will, if requested by the Chairperson, be put in writing prior to beginning debate and vote.

(10) At the request of a member, and upon a majority vote, a motion which contains more than one action or issue can be divided.

(11) The mover of a motion can withdraw the motion upon the consent of the seconder prior to the end of debate. Once debate has ended on a motion, the motion can only be withdrawn upon unanimous vote of the members present.

(12) A member who wishes to speak on a motion, or a member who wishes to move a motion, shall rise and respectfully address the Chairperson. The member shall not proceed until the member is recognized by the Chairperson except where the member rises to a point of order or on a question of privilege.

(13) The Chairperson will keep a speakers list and in all cases will determine the order of speakers including those circumstances where two or more members rise to speak at the same time.

(14) A member, while speaking, will speak only to the issue under debate. Members shall not personally attack other members. Members will refrain from using language that is offensive or in poor taste. Members will generally not speak in a manner that reflects poorly on the Local Union or other members.

(15) A member that is called to order will stop speaking until the point of order is determined. If it is decided that the member is in order, then the member may continue speaking.

(16) Religious discussion of any kind is not permitted.

(17) The Chairperson will not take part in any debate. Where the Chairperson wishes to speak on a resolution or motion, or where the Chairperson wishes to move a motion, the Chairperson must rise from the chair and hand the chair over as outlined in Rule #1.

(18) The Chairperson will have the same right to vote as other members. In the case of a tie vote, the Chairperson may cast another vote, or the Chairperson may refrain from casting an additional vote, in which case the motion is defeated.

(19) When a motion is before the members, no other motion is in order except a motion to 1) adjourn; 2) put the previous question; 3) lay on the table; 4) postpone for a definite time; 5) refer; or 6) divide or amend. These six motions shall have precedence in the order indicated. Motions 1 through 3 shall be decided without debate.

(20) The Chairperson will ask “Will the main question be now put?” where a motion for the previous question is moved and seconded. If approved, the Chairperson will then take votes on the motion and amendments to the motion (if any) in order of priority. If an amendment or an amendment to an amendment is approved, then members will be asked to vote on the motion as amended.

(21) A motion to adjourn is in order except when a member is speaking or when members are voting.

(22) A motion to adjourn, if lost, is not in order if there is further business before the Local Union, until fifteen minutes have elapsed.

(23) After the Chairperson declares the vote results on a question, and before the Local Union proceeds to another order of business, any member can ask for a division. A standing vote on the division will be taken and the Recording Secretary will count the standing vote.

(24) If a member wishes to appeal a decision of the Chairperson, the member must appeal at the time the decision is made. If the appeal is seconded, the member will be asked to state briefly the basis for the appeal. The Chairperson will then state briefly the reasons for the decision. Following immediately and without debate, the Chairperson will ask, “Will the decision of the chair be upheld?” A majority vote shall decide. In the event of a tie vote, the decision of the chair is upheld.

(25) At a membership meeting where a question has been decided any two members who voted with the majority can give notice of a motion to reconsider a decision of the membership at the next membership meeting. The motion to reconsider requires the support of a two-thirds majority of members who vote. If two-thirds majority of members support reconsideration, the question will be placed in front of the membership for debate and a subsequent vote.

(26) Members are allowed to leave a meeting with the permission of the Vice-President; however, in no case will a member leave during the reading of minutes, the initiation of new members, the installation of Officers, or the taking of a vote.

(27) The Local Union’s business and the proceedings of meetings are not to be divulged to any persons outside the Local Union, or the Canadian Union of Public Employees.

APPENDIX E

PERSONAL INFORMATION POLICY

This policy applies to CUPE Local 8 and has been adopted pursuant to the *Personal Information Protection Act (PIPA),* S.A. 2003, c. P-6.5.

1. CUPE Local 8 has a Privacy Officer to look after the protection of information under *PIPA*. The Privacy Officer can be reached at:

   c/o Secretary-Treasurer, CUPE Local 8
   5112 - 3rd Street SE
   Calgary, AB T2H 1J6
   Phone: 403-264-1368
   Fax: 403-266-4186
   Email: cupelocal8@gmail.com

2. The Privacy Officer is responsible for handling questions and requests for information from members and making recommendations to the Executive for the handling and protection of information.

3. CUPE Local 8 collects "personal information" as defined in *PIPA* in order to communicate with its members and fulfill its obligations under the collective agreement and the *Labour Relations Code*, RSA 2000, c L-1 (the "*Code*").

4. Membership information is not shared with any other organization other than as is necessary to comply with the CUPE Constitution, Bylaws of the Local, as necessary to further the interest of the membership, or as otherwise required or permitted by law.

5. Pursuant to s.14 (c.1) of *PIPA*, CUPE Local 8 is entitled to collect personal information about an individual without the consent of that individual if the collection of the information is necessary to comply with the collective agreement.

6. Pursuant to s.17 (c.1) of *PIPA*, CUPE Local 8 is entitled to use personal information about an individual without the consent of that individual if the use of the information is necessary to comply with the collective agreement.

7. Pursuant to s.20 (c.1) of *PIPA*, CUPE Local 8 is entitled to disclose personal information about an individual without the consent of that individual if the use of the information is necessary to comply with the collective agreement.

8. Furthermore, in the event of a labour dispute, CUPE Local 8 is entitled to collect, use and disclose of personal information consistent with ss. 14.1, 17.1 and 20.1 of *PIPA*.

9. It is the Local's policy to avoid the unnecessary collection of information.

10. Personal information will not be retained unnecessarily consistent with s. 35 of *PIPA*.

11. CUPE Local 8 will take reasonable steps to ensure that all personal information it receives and collects is kept secure from theft, unauthorized access, use, and unwarranted disclosure.

12. CUPE Local 8 will take reasonable steps to ensure that information used in decision-making or disclosed to third parties is accurate and complete.

13. Under *PIPA*, members have the right to access their personal information, with some exceptions. The Privacy Officer will be responsible for responding to requests for information and requests to correct information. Requests for information or for correction must be made in writing to the Privacy Officer. The Privacy Officer will respond to requests consistent with the requirements under *PIPA*.

14. Fees may be charged under *PIPA* for access to “personal information,” and may include costs incurred by the Local of finding and copying such information. Fees will be kept to a minimum. Before compiling the personal information, an estimate of fees to be charged may be given.

15. Any decision of the Privacy Officer may be appealed to the Executive. CUPE Local 8 will make every reasonable effort to resolve any dispute without the need to involve the Privacy Commissioner under *PIPA*.

APPENDIX F

CUPE LOCAL 8 GRIEVANCE COMMITTEE - TERMS OF REFERENCE

1.0 Purpose

These Terms of Reference are designed to:

(a) satisfy the requirement of an appeal or review process as set out in section 153 of the *Labour Relations Code*; and

(b) clarify the process by which a member may appeal a decision of the Grievance Committee as set out in sub-section 19(b)(1) of the Local's Bylaws.

2.0 Membership

According to Section 19 of the Local's Bylaws, each Site shall have its own Grievance Committee which will include the Site Vice-President, the General Vice-President, and the President. The National Representative assigned to the Local Union shall be a non-voting member of the committee and shall be consulted at all stages.

3.0 Responsibilities

The specific responsibilities of the Grievance Committee are set out in sub-section 19(b)(1) of the Bylaws which state that the Grievance Committee will:

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

In addition, the Grievance Committee will consider any relevant rights and obligations of the member and the Union under the *Alberta Human Rights Act* (including the duty to accommodate) and any other employment-related statute relevant to the grievance.

4.0 Appeals

According to sub-section 8(a) of the Bylaws, the Executive Board includes all officers, except trustees. Any members of the Grievance Committee who made the decision not to proceed with arbitration and who are also members of the Executive Board will recuse themselves from the Executive Board for the purpose of the appeal.

If a member appeals a decision of the Grievance Committee to the Executive Board, the appeal process shall consist of the following:

1. The Grievance Committee will endeavour to maintain the grievance (or the right to file a grievance) by requesting that the grievance be placed in abeyance pending the appeal.
2. The Grievance Committee will provide the member and the Executive Board with a written explanation of its decision along with all relevant grievance documents.
3. The member will provide the Executive Board and the Grievance Committee with a written response, including reasons for the appeal and any other relevant information or documents.
4. The Grievance Committee may provide a written rebuttal to the member and the Executive Board. If it does, the member may provide the Executive Board and the Grievance Committee with final written comments.
5. At its discretion, the Executive Board may invite the Grievance Committee and the member to provide oral submissions instead of or in addition to any written submissions.
6. The Executive Board may limit the number of documents it will receive and may impose deadlines. Reasonable and sufficient notice will be provided.
7. The Executive Board will consider any relevant rights and obligations of the member and the Union under the *Alberta Human Rights Act* (including the duty to accommodate) and any other employment-related statute relevant to the grievance.
8. The Executive Board may direct the Grievance Committee to reinvestigate or reassess the grievance.
9. The Executive Board will review the submissions and decide whether to grant or dismiss the appeal.
10. The Executive Board will provide a written explanation of its decision.
11. The Executive Board will endeavour to provide its written decision within thirty (30) days.