

# **Canadian Union of Public Employees**

## **Local 829**

### **Medicine Hat, Alberta**



# **By-laws**

Approved October 15, 2021



Oct 21, 2021  
/sh COPE 491

## TABLE OF CONTENTS

PREAMBLE.....	3
SECTION 1 – NAME.....	3
SECTION 2 – OBJECTIVES.....	3
SECTION 3 – INTERPRETATION AND DEFINITIONS.....	3
SECTION 4 – MEMBERSHIP MEETINGS – Regular and Special.....	3
SECTION 5 – VOTING OF FUNDS.....	4
SECTION 6 – OFFICERS.....	4
SECTION 7 – EXECUTIVE BOARD/TABLE OFFICERS.....	5
SECTION 8 – DUTIES OF OFFICERS.....	6
SECTION 9 – OUT-OF-POCKET EXPENSES.....	9
SECTION 10 – FEES, DUES AND ASSESSMENTS.....	9
SECTION 11 – NON-PAYMENT OF DUES AND ASSESSMENTS.....	10
SECTION 12 – NOMINATION, ELECTION AND INSTALLATIONS OFFICERS.....	10
SECTION 13 – DELEGATES TO CONVENTIONS.....	12
SECTION 14 – COMMITTEES.....	13
SECTION 15 – GOOD OF THE UNION.....	15
SECTION 16 – RETIREMENT.....	15
SECTION 17 – RULES OF ORDER.....	16
SECTION 18 – AMENDMENT.....	16
APPENDIX “A” – RULES OF ORDER.....	17
APPENDIX “B” – NEGOTIATING COMMITTEES .....	21
APPENDIX “C” – PERSONAL INFORMATION POLICY .....	23

## **PREAMBLE**

In order to improve the social and economic welfare of its members without regard to sex, color, race, creed or sexual orientation, to promote efficiency in public employment and to manifest its belief in the value of unity of organized Labour, this local of the Canadian Union of Public Employees (hereinafter referred to as CUPE) has been formed.

The following By-laws are adopted by the Local pursuant to, and to supplement, the CUPE National Constitution, to safeguard the rights of all members, to provide responsible administration of the Local, and to involve as many members as possible through the sharing of duties and responsibilities.

## **SECTION 1 - NAME**

The name of the Local shall be: Canadian Union of Public Employees, Local 829.

## **SECTION 2 - OBJECTIVES**

The objectives of the Local are to:

- [a] secure adequate remuneration for work performed and generally advance the economic and social welfare of its members and of all workers;
- [b] support CUPE in reaching the goals set out in the CUPE National Constitution;
- [c] provide the opportunity for its members to influence and shape their future through free democratic trade unionism;
- [d] encourage the settlement by negotiation and mediation of all disputes between the members and their employers.

## **SECTION 3 - INTERPRETATION AND DEFINITIONS**

- [a] The current CUPE National Constitution should be read in conjunction with these by-laws.

## **SECTION 4 - MEMBERSHIP MEETINGS - Regular and Special**

- [a] Regular membership meetings shall be held each month on the second Saturday at 10:00 a.m. in Medicine Hat, excluding July and August each year. The Executive Board shall give two weeks' notice of any change in the date of the regular meeting.

- [b] Special membership meetings may be ordered by a majority of the Executive Board or requested in writing by no fewer than 10 members. The President shall immediately call a special meeting when so ordered or requested and shall see that all members receive at least twenty four (24) hours' notice of the special meeting and the subject(s) to be discussed. No business shall be transacted other than that for which the meeting is called for and notice given.
- [c] A quorum for transaction of business at any regular or special meeting shall be ten (10) members, including at least three (3) members of the Executive Board.
- [d] The order of business at regular membership meetings is as follows:
1. Equality Statement
  2. Acknowledgement of the Indigenous Nations
  3. Roll Call of Officers
  4. Voting on new members and initiation
  5. Reading of Minutes of the previous meetings  
(General and Special Meetings)
  6. Matters arising out of the minutes
  7. Treasurer's Report
  8. Communications and Bills
  9. Executive Board Report
  10. Reports of Committees and Delegates
  11. Nominations, Elections and Installations
  12. Unfinished Business
  13. New Business
  14. Good of the Union
  15. Adjournment

## **SECTION 5 - VOTING OF FUNDS**

Except for ordinary expenses and bills approved at membership meetings, no sum over five hundred dollars (\$500.00) shall be voted for the purpose of a grant or contribution to a member or any cause outside CUPE, except by a notice of motion given in writing and dealt with at the following membership meeting.

## **SECTION 6 - OFFICERS**

The Executive Board of the Local shall be; the President, Vice President, Secretary-Treasurer, Recording Secretary, one (1) Warden, three (3) Trustees, nine (9) Shop Stewards consisting of six (6) members from Medicine Hat School District No 76 (two (2) members from the clerical bargaining unit , two (2) members from the custodial bargaining unit and two (2) members from the educational assistants bargaining unit, two (2) members from the Medicine Hat

Catholic Board of Education and one (1) member from Prairie Rose Regional Division No 8.- Redcliff Ward. All Officers shall be elected by the membership.

## **SECTION 7 - EXECUTIVE BOARD/TABLE OFFICERS**

- [a] The Executive Board shall comprise all officers, except Trustees.
- [b] The Table Officers shall comprise the President, Vice President, Secretary Treasurer and Recording Secretary
- [c] The Board shall meet at least once every month prior to the regular general meeting, excluding July & August each year.
- [d] The Table Officer's shall meet at least once per month prior to the Executive Board/General Membership meetings, excluding July & August each year.
- [e] Executive Board Meetings: A majority of the Executive Board constitutes a quorum.
- [f] Table Officers Meetings: A majority of the Table Officers constitutes a quorum.
- [g] The Table Officers shall hold title to any real estate of the Local as Trustees for the Local. They shall have no right to sell, convey or encumber any real estate without first giving notice and then submitting the proposition to a membership meeting and having it approved.
- [h] The Board shall do the work delegated to it by the Local and shall be held responsible for the proper and effective functioning of all committees.
- [i] The Executive Board will oversee the handling of all local grievances and prepare a report on the status of grievances to the membership when necessary. The Table Officers have the authority to accept a reasonable settlement on grievances or to forward a grievance to arbitration. If the decision is not to proceed to Arbitration, the grievor(s) may appeal the decision at a Table Officers meeting.
- [j] All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.
- [k] Should any Board member fail to answer the roll call for three consecutive regular membership meetings or three consecutive regular Board meetings, without having submitted good reasons prior to the meeting to a Table Officer, their office shall be declared vacant and shall be filled by an election at the following membership meeting.

## SECTION 8 - DUTIES OF OFFICERS

[a] The **President** shall:

- Enforce the CUPE Constitution and these By-laws.
- Preside at all membership meetings and preserve order;
- Decide all points of order and procedure (subject always to appeal to the membership).
- Have a vote on all matters (except appeals against their rulings).
- 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 cheques and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-laws, or vote of the membership.
- Be allowed necessary funds, not to exceed \$100.00 monthly, to reimburse themselves or any officers for expenses, supported by vouchers, incurred on behalf of the Local.
- Act as the Privacy Coordinator for the Local.

[b] The **Vice President** shall:

- If the President is absent or incapacitated, perform all duties of the President.
- If the office of President falls vacant, be acting President until a new President is elected.
- Render assistance to members of the Board as directed by the Board.
- Sign cheques and ensure that the Local's funds are used only as authorized or directed by the Constitution, By-laws, or vote of the membership.

[c] The **Secretary-Treasurer** shall:

- Sign 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.
- Look after all financial correspondence.
- Receive all revenue, initiation fees, dues and assessments, keeping a record of each member's payments, and deposit promptly all money with a bank or credit union.
- Record all financial transactions in a manner acceptable to the Board and in accordance with good accounting practices.
- Prepare all CUPE National per capita tax forms and remit payment, including \$1.00 of each initiation fee on all members admitted, no later than the last day of the following month.
- Be responsible for maintaining, organizing, safeguarding and keeping

on file all supporting documents, authorizations, invoices and/or expense claims for every disbursement made, receipts for all money sent to CUPE National, as well as records and supporting documents for all income received by the Local Union.

- 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.
- 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.
- Pay no money unless supported by a voucher duly signed by the President or Secretary-Treasurer or two other members of the Board, except that no voucher shall be required for payment of per capita fees to any organization to which the Local is affiliated.
- Provide the Trustees with any information they need to complete the audit report forms supplied by CUPE.

[d] The **Recording Secretary** shall:

- Record all alterations in the By-laws.
- Answer correspondence and fulfill other secretarial duties as directed by the Board.
- File a copy of all letters sent out and keep on file all communications.
- Prepare and distribute all circulars and notices to members.
- Have all records ready on reasonable notice for auditors and Trustees.
- Preside over membership and Board meetings in the absence of both the President and the Vice President.
- 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.

[e] The **Warden** shall:

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

[f] The **Trustees** shall:

- Make a written report of their findings to the first membership meeting

- following the completion of each audit.
- Act as an auditing committee on behalf of the member and audit the book and accounts of the Secretary-Treasurer, Recording Secretary, and Standing Committees annually by June 30 of each year.
  - Be responsible to ensure that monies are not paid out without proper constitutional or membership authorization.
  - Ensure that proper financial reports are made to the membership.
  - Audit the record of attendance.
  - Inspect at least once a year any stocks, bonds, securities, office furniture and equipment, and the titles or deeds to property that may be owned by the Local, and report their findings to the membership.
  - Use audit forms supplied by National Office and send a copy of each half-yearly audit to the National Secretary-Treasurer in accordance with the provisions of the CUPE Constitution.
  - 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.
  - 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.
- [g] 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.
- [h] All signing Officers of Local 829 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.
- [i] Each Table Officer may be booked off for up to ten (10) days in each school year to conduct Union business related to their elected position.



## SECTION 9 - OUT-OF-POCKET EXPENSES

- [a] Scheduled monthly expenses for Executive Officers:

President	\$300.00
Vice President	\$200.00
Recording Secretary	\$200.00
Secretary-Treasurer	\$300.00
Shop Stewards	\$25.00
Warden	\$25.00 when in attendance at the monthly meeting

- [b] Trustees shall receive \$100.00 for auditing the books and accounts of the Secretary-Treasurer, Recording Secretary and Standing Committees.
- [c] All Executive Board members shall receive \$25.00 per meeting attended to cover any incidentals. Not including the Executive Meeting or the General Membership Meeting.

## SECTION 10 - FEES, DUES AND ASSESSMENTS

- [a] Initiation and Readmission Fee

Each application or readmission for membership in the Local shall be directed to the Secretary-Treasurer and shall be accompanied by an initiation or readmission fee of two dollars (\$2.00) which shall be in addition to monthly dues. The Secretary-Treasurer shall issue a receipt. If the application is rejected the fee shall be returned.

- [b] Monthly Dues

The monthly dues shall be one percent (1%) above the per-capita payable to CUPE National of base pay for all employees, subject to approval at a membership meeting prior to any change which shall be presented to the membership by way of Notice of Motion.

- [c] Changes in the levels of the Initiation fee, or Monthly Dues can be effected only by following the procedure for amendment of these by-laws (see Section 18), with the additional provision that the vote must be by secret ballot
- [d] Notwithstanding the above provision, if the CUPE Convention raises minimum fees and/or dues above the level herein established, these by-laws will be deemed to have been automatically amended to conform to the new CUPE minima.

- [e] Special assessments may be levied in accordance with the CUPE Constitution.

## **SECTION 11 - NON-PAYMENT OF DUES AND ASSESSMENTS**

Any member in arrears for a period of three months or more shall be automatically suspended and their suspension shall be reported to the Executive Board by the Secretary-Treasurer. The Executive Board shall report to the next membership meeting with a recommendation. Any member under suspension wishing to be reinstated shall, upon application, pay the re-admittance fee, plus any dues and assessments in arrears. This money will be returned if the application is rejected. If a member has been unemployed, with the exception of a layoff for twelve (12) months or less, or unable to work because of sickness they shall pay the remittance fee again but may not be required to pay their arrears. Collection of initiation and readmission fees of no less than \$1.00 or more than \$10.00 will apply.

## **SECTION 12 - NOMINATION, ELECTION AND INSTALLATION OF OFFICERS**

### **[a] Nominations**

Nominations and elections shall be held at the regular membership meeting held in the month of September. To be eligible for nomination for a Table Officer position a member shall have attended at least fifty percent of the regular membership meetings held in the previous twelve months or in the period they were a member, if less than a year, unless a valid reason, acceptable to the Local has been given for non-attendance. No nomination shall be accepted unless the member is in attendance at the meeting or has allowed to be filed at the meeting, their consent in writing duly witnessed by another member. No member shall be eligible for nomination if they are in arrears of dues and/or assessment.

### **[b] Elections**

- [1] At a membership meeting the President shall, subject to the approval of the members present, appoint an Elections Committee consisting of a Returning Officer and assistant(s). The Committee shall include members of the Local who are neither officers nor candidates for office. It shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential.
- [2] The Executive Board shall determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer.

- [3] The Returning Officer shall be responsible for issuing, collecting and counting ballots. They must be fair and impartial and see that all arrangements are unquestionably democratic.
- [4] The voting shall take place at the regular membership meeting in September. The vote shall be by secret ballot.
- [5] Voting to fill one office shall be conducted and completed and recounts dealt with, before balloting may begin to fill another office.
- [6] A majority of votes cast shall be required before any candidate can be declared elected, and a second and subsequent ballots shall be taken, if necessary, to obtain a majority. On the second and subsequent ballots the candidate receiving the lowest number of votes shall be dropped.
- [7] Any member may request a recount of the votes for any election and a recount shall be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting as laid down in Section 4 (c).

[c] **Instillation**

- [1] All duly elected officers shall be installed at the meeting at which elections are held and 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 longer than three(3) years. The Table Officers shall be elected for a two year term with the President and Recording Secretary to be elected in even years and the Vice President and Secretary-Treasurer to be elected in odd years. The term of office for all other positions of the Executive shall be for two year(s) or until a successor has been elected and installed. The Shop Stewards and the Warden will be elected for a two (2) year term in even years.
- [2] Trustees shall be elected so that one shall serve for a period of three (3) years, one for two (2) years and one for one (1) year. Each year thereafter the Local union shall elect one Trustee for a period of three (3) years, or in the case of vacancies occurring elect Trustees to fill only the un-expired terms in order to preserve overlapping terms of office.

[d] **By-Elections**

Should an office fall vacant pursuant to Section 7(g) of these By-laws or for any reason, the resulting by-election should be conducted as closely as possible in conformity with this section.

**SECTION 13 - DELEGATES TO CONVENTIONS, CONFERENCES, SEMINARS, SCHOOLS, COUNCIL AND SECTOR MEETINGS**

- [a] The President, or designate, shall be a delegate to all conventions, seminars, schools, conferences, councils and sector meetings (if they so choose), that the membership sees fit to send delegates to. All other delegates shall be chosen by election at membership meetings.
- [b] Two additional delegates to the Southern Alberta District Council shall be elected in even years. An official reporter for these delegates shall be appointed annually by the President from among these delegates, and they shall be required to report at each membership meeting of the Local on proceedings at recent meetings of the Council. Delegate(s) expenses will be as per Section 13 (e) or 13 (f) depending on the location of the meeting.
- [c] Two additional delegates to attend Alberta Educational Employees Committee meetings shall be elected in even years. The members shall report to the membership the proceedings of the meetings. They will have first refusal to attend the Bargaining Agreement Conference where the membership so decides to send delegates.
- [d] Two additional delegates to the Medicine Hat & District Labour Council will be elected in even years and shall receive \$25.00 per meeting attended to cover any incidentals.
- [e] Conventions, conferences, seminars, schools, council and sector meetings:
- [1] All delegates elected to the conventions, seminars and conferences held outside the City of Medicine Hat and Redcliff shall be paid transportation expenses at the current CUPE Alberta Division rate up to the cost of return airfare to the point of destination (when feasible a car pool should be used for the good of the Union).
- [2] Out of Pocket expenses in the amount of \$60.00 for the first day of travel, \$90.00 per day within Alberta and \$110.00 per day outside of Alberta.

- [3] Conventions, seminars and conferences in which meals and accommodation is provided the delegate shall receive one half the Out of Pocket expense.
- [4] An amount equal to a single room in a motel or hotel shall be provided for with the submission of a receipt.
- [5] The Local Union shall be responsible to an amount equal to any loss of salary incurred by attendance at the convention, seminar or conference. Delegates have an obligation to attend all functions or they will be required to reimburse monies advanced to them.
- [6] Delegates may be reimbursed for receipted child or elder care while in attendance at conventions, conferences, seminars, schools, council and sector meetings at the same rate as set out by CUPE Alberta Division.
- [7] Delegates may be reimbursed for mileage for attendance at conventions, conferences, seminars, schools, council and sector meetings at the same rate as set out by CUPE Alberta Division.
- [f] Delegates to seminars and schools held locally shall receive no travel allowance. There shall be a per-diem of \$30.00 per day and compensation for any loss of salary incurred by attendance at the seminar or school.
- [g] Delegates to conventions held locally shall receive no travel allowance. There shall be a per-diem of \$90.00 per day and compensation for any loss of salary incurred by attendance at the convention.
- [h] Delegates to seminars and schools held in-house shall not receive a per –diem if meals and breaks are provided.
- [i] To be eligible for representation at educational institutes, conferences, seminars or conventions, the recommendation shall be made by the Executive Committee, subject to final approval of the Local.

## **SECTION 14 - COMMITTEES**

### **[a] Negotiating Committee**

#### **Refer to Appendix “B”**

All committee members shall receive a per-diem of \$25.00 to cover any incidentals and an amount equal to any loss of salary incurred will be paid to the Employer for each meeting they attend with regard to the functions of the Negotiating Committee. However, no per-diem shall be given if

meals are provided.

**[1] Ratification Process**

The Bargaining Committee shall have the authority to negotiate and sign a Memorandum of Agreement subject to ratification by the members in good standing, of the applicable bargaining unit. The memorandum of agreed amendments to the Collective Agreement will be reported to the members and voted on at a special meeting. Voting shall be by secret ballot and the resolution adopted by a simple majority vote of the members in attendance and voting.

**[b] Special Committees**

A special ad hoc committee may be established for a specific purpose and period by the membership at a meeting. The members shall be elected at the same or another membership meeting or may, by specific authorization of the membership, be appointed by the President or Executive Board. The Table Officers may sit on any special committee as ex-officio members. All committee members shall receive a per-diem of \$25.00 to cover any incidentals for each meeting they attend with regard to the functions of the Special Committee. If alcohol is served at any social function, individuals under the legal drinking age will not be permitted.

**[c] Standing Committees**

The Chairperson of each standing committee shall be elected by the members at a membership meeting. The Chairperson and the Executive Board may, with the concurrence of the membership jointly appoint other members to serve on a committee. The President or Vice-President may be a member, ex-officio, of each committee. There shall be one (1) standing committee as follow:

**[1] Wellness Committee**

- the committee shall be comprised of between one and three members elected in even years.
- all committee members shall receive a per-diem of \$25.00 per month to cover any incidentals while performing their duties on this committee.

This committee may:

- (1) if a member has been in the hospital over night or off ill for one month or more, send a gift of fifty dollars (\$50.00) including delivery

and GST.

- (2) extend the Local's condolences in the event of a death:
- (a) of a member and make any other appropriate gesture in accordance with the wishes of the family concerned of one hundred dollars (\$100.00) including delivery and GST if applicable.
  - (b) a member's immediate family (Immediate Family shall mean – spouse, son, daughter, parent, grandparent, grandchild, brother, sister, parent of a spouse, son-in-law, daughter-in-law, brother-in-law, sister-in-law, common law spouse, and also a relative who is a member of the Employee's household) and make any other appropriate gesture in accordance with the wishes of the family concerned of fifty dollars (\$50.00) including delivery and GST if applicable.
- (3) extend the Local's condolences in the event of a death of a member's extended family member (not in the above definition) with a card.

## SECTION 15 – GOOD OF THE UNION

**Executive Appreciation** - A gift of thanks will be given to an executive member leaving the Executive Board. Two consecutive 2-year terms must have been completed in order to qualify. The amount of this gift shall not exceed \$100.00.

**Attendance Draws** – Two \$20.00 attendance draws shall take place at each regular meeting.

## SECTION 16 - RETIREMENT

- [a] Retirement (age 55 or over or 85 factor). Upon retirement from employment the Brother or Sister shall receive recognition as follows:

### **Years of Service as a member of CUPE Local 829**

5 - 9	\$50.00
10 - 14	\$100.00
15 - 19	\$150.00
20 or more years of service	\$250.00

[1] All retirees shall receive two (2) complementary tickets to the annual social as well as a gift of not more than \$100.00. Retirees must be officially retired one month prior to the annual social.

[2] Should the annual social not occur, the recognition shall be determined by the General Membership.

**[b] Voluntarily Cease Employment - but not retirement**

**Years of service as a member of CUPE Local 829**

5 – 9	\$50.00
10 – 14	\$100.00
15 – 19	\$150.00
20 or years more of service	\$250.00

[c] Notification to the executive within one month of retiring or ceasing employment is necessary to receive the funds.

**SECTION 17- RULES OF ORDER**

All meetings of the Local shall 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 By-laws as Appendix A.

These rules shall be considered as an integral part of the By-laws and may be amended only by the same procedure used to amend the By-laws. In situations not covered by Appendix A, the CUPE Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

**SECTION 18 - AMENDMENT**

[a] These By-laws are always subordinate to the CUPE Constitution (including Appendix "B") as it now exists or may be amended from time to time, and in the event of any conflict between these By-laws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict is the prerogative of the National president.

[b] Local union can amend or add to its bylaws only if a: 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 60 days before in writing.

- [c] No change in these By-laws shall be valid and take effect until approved by the National President of CUPE. The validity shall date from the letter of approval from the National President.

## **Appendix “A”**

### **Rules of Order**

- [1] The President or, in their absence, the Vice-President, shall take the chair at all membership meetings. In the absence of both the President and Vice-President, the Recording Secretary shall act as President, and in their absence a President pro-term shall be chosen by the local.
- [2] No member, except the Chairman of a committee making a report or the mover of a resolution, shall speak for more five minutes, or more than once on the same question without the consent of the meeting, or until all who wish to speak have had an opportunity to do so. Chairman and movers of a resolution shall be limited to fifteen minutes, except with the consent of the meeting.
- [3] The President shall state every question coming before the Local, and before allowing debate thereon, and again immediately before putting it to a vote, shall ask, “Is the Local ready for the Question?” Should no member rise to speak, the question shall then be put.
- [4] A motion to be entertained by the presiding officer must be moved and seconded; both mover and seconder must rise and be recognized by the chair.
- [5] A motion to amend, or to amend an amendment, shall be in order, but no motion to amend an amendment to an amendment shall be permitted. No amendment, or amendment to an amendment, which is a direct negative of the resolution shall be in order.
- [6] On motion, the regular order of business may be suspended, by a two thirds vote of those present, to deal with any urgent business.
- [7] All resolutions and motions other than those named in Rule 17, or those to accept or adopt the report of a committee, shall, if requested by the presiding officer, be presented in writing before being put to the Local.
- [8] At the request of any member, and upon a majority vote of those present, a question may be decided.
- [9] Any member having made a motion can withdraw it with the consent of the seconder, except that any motion, once debated, cannot be withdrawn except by a majority vote of those present.
- [10] When a member wishes to speak on a question or to make a motion, they shall rise in their place and respectfully address the presiding

- officer, but, except to state that they rise to put a point of order or on a question of privilege, they shall not proceed further until recognized by the chair.
- [11] When two or more members rise to speak at the same time, the presiding officer shall decide which one is entitled to the floor.
- [12] Every member, while speaking, shall adhere to the question under debate and avoid all personal, or offensive language, as well as any poor reflection on the Local or member thereof.
- [13] If a member, while speaking is called to order, they shall cease speaking until the point is determined. If it is decided they are in order, they may again proceed.
- [14] No religious discussion will be permitted.
- [15] The President shall take no part in debate while presiding, but may yield the chair to the Vice-President in order to speak on any question before the Local, or to introduce a new question.
- [16] The presiding officer shall have the same rights as other members to vote on any question. In the event of a tie, they may in addition give a casting vote, or if they choose refrain from breaking the tie, in which case the motion is lost.
- [17] When a motion is before the Local, no other motion shall be in order except;
- (1) to adjourn,
  - (2) to put the previous question,
  - (3) to lay on the table,
  - (4) to postpone for a definite time,
  - (5) to refer,
  - (6) to divide or amend, which motions shall have precedence in the order named. The first three of these shall be decided without debate.
- [18] A motion for the previous question, when regularly moved and seconded, shall be put in this form: "Shall the main question be put now?" If adopted, the President shall proceed to take the vote on the resolution and amendments thereto ( if any ) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution as amended, shall be put to the Local.
- [19] A motion to adjourn is in order except;
- (1) when a member has the floor and
  - (2) when members are voting.

- [20] A motion to adjourn, having been put and lost, shall not be in order again, if there is further business before the Local, until fifteen minutes have elapsed.
- [21] After the presiding officer declares the vote on a question, and before the Local proceeds to another order of business, any member may ask for a division. A standing vote shall then be taken and the Secretary shall count same.
- [22] If any member wishes to challenge (appeal) a decision of the chair they must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for their challenge. The chairman may then state briefly the basis for their decision, following which the chairman shall immediately and without debate put the question; " Shall the decision of the chair be sustained?" A majority vote shall decide except that in the event of a the chair is sustained.
- [23] After a question has been decided, any two members who have voted in the majority may, at the same or next meeting move reconsideration thereof.
- [24] No member shall enter or leave a meeting during the reading of the minutes, the initiation of new members, the installation of new officers, or the taking of a vote, and no member shall be allowed to leave without the permission of the President or Vice-President.
- [25] The Local's business, and proceedings of meetings, are not to be divulged to any persons outside the Local or the Canadian Union of Public Employees.

## **Appendix “B”**

Sub locals of CUPE Local 829 are:

- Medicine Hat School Division - Clerical, Custodial and EA's
- Medicine Hat Roman Catholic School Division - Custodial
- Prairie Rose School Division – Redcliff Custodial

It is recognized that from time to time the Sub locals may have issues that do not affect the entire local and therefore Sub locals shall be allowed to hold special meetings under the following guidelines:

- Notice of such meetings shall be provided to members a minimum of seven days in advance of the meetings
- Quorum for such meetings shall be five (5) members or 50% (fifty per cent) of the membership whichever is less
- Notice of such meetings shall be sent to the Recording Secretary of Local 829 and attendance by the Table Officers shall be discretionary unless specifically asked to attend by the Sub local.

### **Negotiating Committee for MHSD**

This shall be a special ad hoc committee established at least four months prior to the expiry of the Local's Collective Agreement and automatically disbanded when a new Memorandum of Agreement has been ratified by both parties. The function of the Committee is to prepare a Collective Agreement. The Committee will consist of the President or Designate, up to (3) members and (3) alternate members in good standing elected by the membership at a membership meeting. No sector shall have more than one (1) representative elected to the committee excluding the President or Designate.

The CUPE Representative assigned to the Local shall be a non-voting member and shall be consulted at all stages from formulating proposals through negotiations, to contract ratification by the membership.

### **Negotiating Committee for MHRCS D**

This shall be a special ad hoc committee established at least four months prior to the expiry of the Local's Collective Agreement and automatically disbanded when a new Memorandum of Agreement has been ratified by both parties. The function of the Committee is to prepare a Collective Agreement. The Committee will consist of the President or Designate, up to (2) members and an alternate member in good standing elected by the membership at a membership meeting.

The CUPE representative assigned to the Local 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.

### **Negotiating Committee for PRSD**

This shall be a special ad hoc committee established at least four months prior to the expiry of the Local's Collective Agreement and automatically disbanded when a new Memorandum of Agreement has been ratified by both parties. The function of the Committee is to prepare a Collective Agreement. The Committee will consist of the President or Designate, up to (1) members and an alternate member in good standing elected by the membership at a membership meeting.

The CUPE representative assigned to the Local 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.

## Appendix “C”

### Personal Information Policy

This policy applies to CUPE Local 829 and has been adopted pursuant to the *Personal Information Protection Act (PIPA)*, S.A. 2003, c. P-6.5.

1. CUPE Local 829 has a Privacy Coordinator to look after the protection of information under *PIPA*. The Privacy Coordinator can be reached at:  

(Name)  
(Address)  
(Phone)  
(Fax)  
(Email)
2. The Privacy Coordinator 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 829 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 829 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 829 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 829 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 829 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 829 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 829 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 Coordinator 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 Coordinator. The Privacy Coordinator 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 Coordinator may be appealed to the Executive or its delegate(s). CUPE Local 829 will make every reasonable effort to resolve any dispute without the need to involve the Privacy Commissioner under *PIPA*.