
Bylaws Local Union 829



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INTRODUCTION

Local 829 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 Local 829 in accordance with the CUPE National Constitution, 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 Constitution, should be read in conjunction with these bylaws.

SECTION 1 – NAME

The name of this Local Union shall be Canadian Union of Public Employees,
Local 829

Local 829 consists of the following bargaining units:

829-00 Medicine Hat Public School Division

829-01 Medicine Hat Roman Catholic School Division

829-02 Prairie Rose School Division

SECTION 2 – OBJECTIVES

The objectives of Local 829 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.
- (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 of the CUPE National Constitution.

SECTION 3 – MEMBERSHIP

(a) **Membership**

An individual employed within the jurisdiction of Local 829 can apply for membership in Local 829 by signing an application.

(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.

(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.”

(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.

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

SECTION 4 – MEMBERSHIP MEETINGS

(a) **Regular Membership Meetings**

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 (2) weeks' notice of any change in the date of the regular meeting.

- (i) As determined by the Executive, the Local may hold regular membership meetings in person and/or virtually. Where virtual meetings are held, all voting will be conducted electronically provided secrecy can be maintained, where mandated.

(b) **Special Membership Meetings**

Special membership meetings of Local 829 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 twenty-four (24) hours' notice of the special meeting, the subject(s) to be discussed, the date, time, and location. No business shall be transacted at the special meeting other than that for which the meeting is called, and notice given.

(c) **Quorum**

A quorum for the transaction of business at any regular or special meeting shall be ten (10) members, including at least three (3) members of the Executive Board.

- (i) Should quorum not be met, for any regular membership meeting, the Executive Board shall have the right to conduct the regular business of the Local reporting back for ratification to the next regular membership meeting.

(d) **Membership Meeting Agenda**

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

1. Acknowledgement of Indigenous territory
2. Roll call of officers
3. Reading of the Equality Statement
4. Voting on new members and initiation
5. Read of the minutes
6. Matters arising from the minutes
7. Secretary-Treasurer's Report
8. Communications and bills
9. Executive Board Report
10. Report 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

(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 regular or special membership meeting;
- When these bylaws approve the expenditure; or
- Through a vote of the majority of members present and voting at a regular or special membership meeting.
- The Executive shall have the powers to make decisions on matters where expenditures are involved and when time does not permit approval by the regular membership meeting and report the expenditures back for ratification at the next regular membership meeting. These expenditures cannot exceed five hundred (\$500.00) dollars.

(b) Except for ordinary expenses, such as rent, office supplies and bills as approved at regular membership meetings, no sum over three hundred (\$300.00) dollars, 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 regular membership meeting.

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

(c) RETIREMENT

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

- (i) All retirees shall receive two (2) complementary tickets to the annual social as well as a gift of not more than one hundred (\$100.00) dollars. Retirees must be officially retired one (1) month prior to the annual social.
- (ii) Should the annual social not occur, the recognition shall be determined by the General Membership.

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

Notification to the executive within one (1) month of retiring or ceasing employment is necessary to receive the funds.

(d) GOOD OF THE UNION

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

SECTION 6 – OFFICERS

The Executive of the Local shall be;

- (i) President
- (ii) General Vice President
- (iii) Secretary-Treasurer
- (iv) Recording Secretary
- (v) Executive Stewards – one (1) for each unit not represented by the President or the General Vice President
- (vi) Membership Officer
- (vii) Trustees three (3)
- (viii) Shop Stewards up to nine (9) consisting of;
 - (a) Six (6) members from Medicine Hat Public School Division
 - (i) One (1) clerical
 - (ii) Two (2) custodial
 - (iii) Three (3) educational assistants
 - (b) Two (2) members from the Medicine Hat Roman Catholic School Division
 - (c) One (1) member from Prairie Rose School Division.

All Officers shall be elected by the membership.

SECTION 7 – EXECUTIVE BOARD

- (a) The Executive Board shall include all Officers, except Trustees.
- (b) The Executive Board shall meet at least eight (8) times per year. The Executive Board may meet virtually and/or in person.
- (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 membership meetings or three (3) consecutive Executive Board meetings without having submitted good reasons, their office shall be declared vacant and shall be filled by an election at the following regular membership meeting.
- (g) The Executive Board shall have the authority to decide on advancing grievances through the grievance procedure and to arbitration. The grievor(s) shall have the right to appeal a decision of the Executive Board.
- (h) The Table Officers shall meet at least eight (8) times per year prior to the Executive Board and General Membership meetings. A majority of the Table Officers, President, General Vice President, Secretary Treasurer and Recording Secretary, constitutes a quorum.
- (i) All charges against members or officers must be made in writing and dealt with in accordance with the provisions of the CUPE Constitution.

SECTION 8 – DUTIES OF OFFICERS

Each Officer of Local 829 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.

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.

(a) **President**

The President shall:

- Enforce the CUPE National Constitution, these Local Union bylaws, and the Equality Statement.
- Interpret these bylaws as required.
- Preside at all membership and Executive Board meetings and preserve order.
- Decide all points of order and procedure, subject always to appeal to the membership.
- Have the same right to vote as other members. In the case of a tie vote, the President may cast another vote, or the President may refrain from casting an additional vote, in which case the motion is defeated.
- Ensure that all Officers perform their assigned duties.
- Fill committee vacancies where elections are not provided for.
- Be an ex-officio member on any committee.
- Introduce new members and conduct them through the initiation ceremony.
- Sign cheques except those made payable to themselves 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.
- Have first preference as a delegate to all conventions, conferences and educationals that the membership see fit to send delegates.
- Act as the Privacy Coordinator for the Local.

(b) **General Vice-President**

The General Vice-President shall:

- If the President or Recording Secretary is absent or incapacitated perform all duties of the Officer.
- 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 at the next General Membership meeting, provided notice has been given.

- Render assistance to any member of the Board as directed by the Board.
- Have signing authority but does not sign any cheques made payable to themself.

(c) **Recording Secretary**

The Recording 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 and the written financial report presented by the Secretary-Treasurer. The record will also include Trustees' reports.
- Maintain a record of attendance for the executive at meetings and shall be responsible to report the absences as per Section 7(f) and will report to the membership at the next General Membership meeting.
- 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 fulfill 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 General Vice-President.
- Performs other duties required by the Local Union, its bylaws, or the National Constitution.

(d) **Secretary-Treasurer**

The Secretary-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 cheques or recognized electronic payments except those made payable to themself 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.

- Prepare all CUPE National per capita tax forms and remit payment by the 15th of the following month, unless the Local is on direct remittance.
- 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.
- Pay no money unless supported by a voucher duly signed by the President or two (2) 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.
- 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.
- Be accountable to members for money spent monthly.

(e) **Executive Stewards**

The Executive Stewards shall:

- Provide communications and information for the members in the unit to which they were elected to the Executive Board and from the Executive Board to the members of the unit to which they belong.
- Assist the Shop Stewards of their unit in the performance of their duties.
- Provide reports to the Local about relevant worksite activities or issues as necessary.

(f) **Shop Stewards**

The Shop Stewards shall:

- Provide communications and information for the members in the unit to which they were elected to the Executive Steward.
- Assist the Executive Steward of their unit in the performance of their duties.
- Provide reports to the Local about relevant worksite activities or issues as necessary.

(g) **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.

(h) **Membership Officer**

The Membership Officer 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 with consent of the members present.
 - Maintain the record of membership attendance at meetings.
 - Perform such other duties as may be assigned by the Executive Board.
 - Check for membership cards.
 - Maintain file on membership attendance.
 - Report on the eligibility of nominees to sit on the executive, committees, etc.
- (i) 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.
- (j) 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
General Vice President	\$200.00
Recording Secretary	\$200.00
Secretary-Treasurer	\$300.00
Executive Stewards	\$50.00
Shop Stewards	\$25.00
Membership Officer	\$25.00 when in attendance at the monthly meeting

- (b) Trustees shall receive one hundred (\$100.00) dollars for auditing the books and accounts of the Secretary-Treasurer, Recording Secretary and Standing Committees.

- (c) All Executive Board members shall receive twenty-five (\$25.00) dollars per meeting attended to cover any incidentals. Not including the Executive Meeting or the General Membership meeting.

SECTION 10 – NOMINATION, ELECTION & 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 **(50%)** percent of the regular membership meetings held in the previous twelve **(12)** months, 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.

- (i) The oath of nomination for election shall be:

I, _____ promise to support and comply with the Constitution, goals, principles, and policies of the Canadian Union of Public Employees.

(b) Elections

- (i) 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.
- (ii) 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.
- (iii) The Returning Officer shall be responsible for issuing, collecting and counting ballots or for the electronic vote at a virtual membership meeting. The voting platform will provide a secured access or a personalized link and will ensure the secrecy and integrity of the vote. They must be fair and impartial and see that all arrangements are unquestionably democratic.
- (iv) The voting shall take place at the regular membership meeting in September. The vote shall be by secret ballot.
- (v) Voting to fill one (1) office shall be conducted and completed and recounts dealt with, before balloting may begin to fill another office.
- Members may be nominated for more than one (1) position but shall be able to hold only one (1) Executive Board position

- (vi) 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.
- (vii) 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) **Installation**

- (i) 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.
 - Table Officers shall be elected for a two (2) year term with the President and Recording Secretary to be elected in even years and the General Vice President and Secretary-Treasurer to be elected in odd years.
 - Executive Stewards shall be elected for a one (1) year term.
 - Shop Stewards and Membership Officer will be elected for a two (2) year term in even years.
- (ii) 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 (1) 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.
- (iii) The oath of office shall be:

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.

(d) **By-Elections**

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

SECTION 11 – DUES AND ASSESSMENTS

(a) **Monthly Dues**

- (i) The dues shall be a percentage of the member's total earnings equal to the percentage per capita payable to CUPE National plus one (1%) percent above that payable to CUPE National.
- (ii) The regular dues shall not be less than the National per capita tax.

(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.

(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.

- (d) Changes in the level of the monthly dues can be affected only by following the procedure for amendment of these bylaws, see Section 17, with the additional provision that the vote must be by secret ballot.
- (e) Notwithstanding the above provisions, if the CUPE Constitution raises minimum fees, and/or above the level herein established these bylaws will be deemed to have been automatically amended to conform to the new CUPE minima.

SECTION 12 – NON PAYMENTS 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 penalty set by the Local Union.

A member who has been unemployed, with the exception of a layoff for twelve (12) months or less, or unable to work because of sickness may not be required to pay arrears.

SECTION 13 – DELEGATES TO CONFERENCES, CONVENTIONS AND EDUCATION

- (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 (2) 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 (2) 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 (2) additional delegates to the Medicine Hat & District Labour Council will be elected in even years and shall receive twenty-five (\$25.00) dollars per meeting attended to cover any incidentals.
- (e) Conventions, conferences, seminars, schools, council and sector meetings:
 - (i) 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).
 - (ii) Out of Pocket expenses in the amount of sixty (\$60.00) dollars for the first day of travel, ninety (\$90.00) dollars per day within Alberta and one hundred and ten (\$110.00) dollars per day outside of Alberta.
 - (iii) Conventions, seminars and conferences in which meals and accommodation is provided the delegate shall receive one half (1/2) the Out of Pocket expense.
 - (iv) An amount equal to a single room in a motel or hotel shall be provided for with the submission of a receipt.
 - (v) 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.
 - (vi) 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.
 - (vii) 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 thirty (\$30.00) dollars 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 ninety (\$90.00) dollars 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 A

All committee members shall receive a per-diem of twenty-five (\$25.00) dollars 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.

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 twenty-five (\$25.00) dollars 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 General Vice-President may be a member, ex-officio, of each committee. There shall be one (1) standing committee as follow:

Wellness Committee

- (i) The committee shall be comprised of between one (1) and three (3) members elected in even years.
- (ii) All committee members shall receive a per-diem of twenty-five (\$25.00) dollars per month to cover any incidentals while performing their duties on this committee.

This committee may:

- (i) If a member has been in the hospital overnight or off ill for one (1) month or more, send a gift of fifty (\$50.00) dollars including delivery and GST.
- (ii) 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 (\$100.00) dollars 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 (\$50.00) dollars including delivery and GST if applicable.
- (iii) 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.

CUPE Brings a Child A Smile Committee

- (i) The committee shall have up to eight (8) members elected on a yearly basis.
- (ii) The Chairperson shall be elected by the committee.
- (iii) All committee members shall receive a per-diem of twenty-five (\$25.00) dollars per meeting to cover any incidentals while performing their duties on this committee.

This committee may:

- (i) Collaborate with our School Divisions and community services to assist with ensuring that no child goes without.

Communications Committee

- (i) The committee shall have one (1) member elected at the September General Membership meeting for a two (2) year term in even years.
- (ii) The committee member shall receive a per-diem of twenty-five (\$25.00) dollars per month to cover any incidentals while performing their duties on this committee.

This committee may:

- (i) Develop, update, and monitor the Locals communications policies, and social networking accounts. As well as recommending new ways for the Local to communicate with its members and other interested parties through alternative media.

SECTION 15 – 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.

SECTION 16 – 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 17 – AMENDMENTS

(a) CUPE Constitution

These bylaws are always subordinate to the CUPE Constitution as it now exists or may be amended only through the creation of a review committee in the event of any conflict between these bylaws and the CUPE National Constitution, the latter shall govern.

The National President has the sole authority to interpret the CUPE Constitution.

(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 a two thirds (2/3) 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 60 days before in writing.

(c) **Effective Date of Amended or Additional Bylaws**

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

SECTION 18 – PRINTING AND DISTRIBUTION OF BYLAWS

Members will receive a copy of Local 829 bylaws, as requested.

APPENDIX 'A' – NEGOTIATING COMMITTEE

Units of CUPE Local 829 are:

- Medicine Hat Public 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 Units may have issues that do not affect the entire Local and therefore Units shall be allowed to hold 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 five (5) members or fifty (50%) percent 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 Units.

Negotiating Committee for MHPSD

This shall be a special ad hoc committee established at least four (4) 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 (4) 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, one (1) member 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 (4) 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, one (1) member 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 'B' – CUPE NATIONAL EQUALITY STATEMENT

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

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

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

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

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

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

APPENDIX '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, conferences, schools, meetings, and any other union events organized by CUPE National, Local 829, 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 the Code of Conduct will be handled as follows:

1. If possible, a member may attempt to deal directly with the person alleged to have engaged in behaviour contrary to the Code by asking them to stop such behaviour. If that is not possible, or if it does not resolve the problem, a member may bring forward a complaint.
2. A complaint shall be brought to the attention of an ombudsperson when there is one available. Should an ombudsperson not be available, a person properly appointed and designated to be in charge shall receive the complaint.
3. The ombudsperson or the person in charge will work to seek a resolution. If this fails to resolve the matter, the ombudsperson shall report the matter to the person in charge. The person in charge has the authority to expel members from the event for serious or persistent 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 other events, the presiding officer shall receive a report on the matter.
7. For events organized by CUPE National, the National President shall determine if further remedial action is appropriate, including restricting a member's participation in future events organized by CUPE National. For other events, the presiding officer shall consult the National President.

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

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

APPENDIX 'D' – RULES OF ORDER

1. The President will be the Chairperson at all membership meetings. In the absence of the President, the General Vice-President will be the Chairperson at the membership meeting. In the absence of the President and General Vice-President, the Recording Secretary will be the Chairperson at the membership meeting. In the absence of the President, General 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 (5) 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 (15) minutes. With the agreement of the members present, the fifteen (15) 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 (2/3) 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 (2) 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 (6) 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 (15) 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 (2) 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 (2/3) majority of members who vote. If two-thirds (2/3) 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 General 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 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*.